The Solicitors' Journal

Vol. 104 No. 22 [pp. 413-432] MAY 27, 1960 [One shilling and ninepence

MAY 27, 1960

THE

SOLICITORS' JOURNAL

VOLUME 104

NUMBER 22

CURRENT TOPICS

The Admiralty Court

THE 600th anniversary of the origin of the Admiralty Court in England is being commemorated in fitting manner. Next Wednesday there will be a Thanksgiving Service at St. Paul's Cathedral and on the previous evening the chairman and committee of Lloyd's are giving a reception. The Public Record Office have organised an exhibition of records of the court, whose history is fascinating and virtually inexhaustible. Few of us have an admiralty practice but there must be equally few who at one time or another have not yielded to the temptation to stray from our duties and to go into the court when an admiralty case is being tried. The Elder Brethren of Trinity House supply a touch of the wind and spray which enable us to relish our maritime traditions. Unhappily the blue water school of defence is much less prominent than it used to be but there is no sign that aircraft in the foreseeable future will greatly reduce the amount of work coming into the Probate, Divorce and Admiralty Division (Admiralty) in time of peace. Our only real regret is that the events of 1875 deprived us of the bold name of the Admiralty Court and gave us instead such a verbal portmanteau.

Disciplinary Tribunals: Powers of Subpoena

"WHERE Parliament has confided to a professional body a disciplinary jurisdiction which enables it to penalise a member by depriving him of the power to earn a living in his chosen profession and perhaps gravely injuring him in his reputation, it is essential that . . . prosecutor and accused alike should have power to enforce the attendance of witnesses." This was the guiding principle of the Departmental Committee on Powers of Subpœna of Disciplinary Tribunals whose report (Cmnd. 1033, 1s.) has just been published. Under the chairmanship of VISCOUNT SIMONDS, the committee were charged to consider the general question of the power of disciplinary tribunals to secure the attendance of witnesses and the production of documents by the issue of subpœnas, and in particular to consider whether subpœnas should be issuable to secure the production of evidence obtained by police officers in the course of criminal investigations. Their answer to the latter question is a qualified "yes": police evidence should be obtainable on subpœna "subject to all proper exceptions" and it should be left to the police to plead Crown privilege before the tribunal where the facts warrant it. A consequential recommendation is that all such tribunals should have available legal advice for their guidance in ruling on the admissibility of evidence and on claims of privilege. On the general question the committee

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point out that even tribunals having no statutory power to secure the issue of subpœnas can make use of the procedure in R.S.C., Ord. 59, r. 43 (2), to obtain the issue of Crown Office subpœnas—a possibility of which some seem to be ignorant. Nevertheless, express statutory powers should be conferred both on existing tribunals which lack them and on tribunals yet to be created, and the complementary power to administer an oath should also be given. The power of the Queen's Bench to issue writs in cases not covered by legislation should, however, remain.

In Praise of Registered Conveyancing

THE Chief Land Registrar has broken new ground by publishing "Registration of Title to Land" (H.M.S.O., 3s.), which he describes as a general explanation of what registration of title is and how it differs from unregistered conveyancing. We commend the pamphlet as an essay in practical public relations: its language is simple and its pictures of a Land Certificate, a Transfer and a Charge of Whole are excellent. The Chief Land Registrar stresses the reductions in cost brought about by registration although to purchasers these reductions are partially offset by the fees. We think that the emphasis laid on the security of a State guaranteed title is somewhat overdone. The theoretical risks inherent in unregistered conveyancing are not often found in practice. So menacing are these risks made to loom that laymen may well become apprehensive but they may take comfort from the fact that building societies are not yet restricting their advances to registered titles. The target of the pamphlet is not clear. Most individual landowners will presumably not see the pamphlet unless they ask for it: we wonder whether the Chief Land Registrar is sending copies to builders and estate developers and to the members of county and county borough councils, from whom the initiative must come. We hope that the pamphlet will reach the right hands because the system of unregistered conveyancing is wasteful and unsuited to the middle of the twentieth century. We hope too that the Chief Land Registrar is within sight of removing the obstacles of staff, maps and premises which have been blocking his way for so long.

Motor Cars and the Litter Act

SOME months ago we said that magistrates and others were having difficulty in deciding what is and what is not "litter" for the purposes of the Litter Act, 1958, and we referred to an apparent divergence of opinion as to whether a derelict motor vehicle could be "litter" within the meaning of the Act (see "The Meaning of 'Litter'" (1959), 103 SOL. J. 679). Since that time we have noticed that it has been generally accepted that a motor vehicle can constitute "litter" for these purposes and it seems that this view has now been accepted by the Divisional Court of the Queen's Bench Division (LORD PARKER, C.J., and DONOVAN and DAVIES, J.J.). The matter arose in *Vaughan* v. *Biggs* (1960), *The Times*, 17th May, an appeal against a decision of the Fishguard magistrates convicting the appellant of depositing and leaving a derelict motor car on a public open place on or before 2nd April, 1959, contrary to s. 1 of the Litter Act, 1958, and the Divisional Court did not take exception to the magistrates' finding that the car constituted "litter" and that the quarry in which the car was deposited was a "place in the open air to which the public are entitled or permitted to have access without payment." The magistrates were also satisfied that the car had been deposited in the quarry and that the appellant had no authority to do this. However, counsel for the appellant submitted that it had not been established that the information had been laid within six months from the time when the offence was committed as required by s. 104 of the Magistrates' Courts Act, 1952, as all that had been proved was that the appellant had left the car in the quarry on or before 2nd April, 1959. Counsel for the Crown contended that the magistrates were nevertheless entitled to convict because the offence was a continuing one, but the court found this argument unacceptable. Lord Parker, C.J., affirmed that the offence was not committed unless there was both a "depositing" and a "leaving" of the litter and as the "leaving" was an act carried out at a definite point in time the offence was not a continuing one. In view of this, his lordship concluded that it had not been shown that the information had been laid in time so that the magistrates had jurisdiction, and the appeal was allowed.

Costing

THE ascertaining of proper costs under Sched. II is a headache in many offices. As far as is practicable, it is desirable that some scientific method be imported to supplement the good old rule of thumb of "what the traffic will bear." Accountants face similar problems particularly as regards maintaining accurate records of time spent on every client's work, because accountants' chargeable fees are based on the time taken on any particular job. The interesting contribution on "Clients' Time Records," published in the *Accountant* of 14th May (p. 585), will no doubt be welcomed by numerous accountancy cost clerks. We draw attention to this article in the belief that the system expounded may spark off ideas amongst those interested in problems of costing in solicitors' offices.

Street Lighting a Nuisance

FOR the purposes of the law of tort, a nuisance may be said to be an unlawful interference with a person's use or enjoyment of land, and such an unlawful interference may be caused by things such as roots of trees (*Davey* v. *Harrow Corporation* [1958] 1 Q.B. 60), smoke (*Crump* v. *Lambert* (1867), L.R. 3 Eq. 409) and fumes (*St. Helen's Smelting Co.* v. *Tipping* (1865), 11 H.L. Cas. 642). However, as Lord Wright stressed in *Sedleigh-Denfield* v. *O'Callaghan* [1940] A.C. 880, many reported cases are no more than illustrations of particular matters of fact which have been held to be nuisances, and in a recent case at the West London County Court His Honour Judge GEOFFREY HOWARD was prepared to extend this list and hold that a white fluorescent light streaming into the plaintiff's bedroom from a street lamp erected by the defendants outside her house could be a nuisance in respect of which damages and an injunction would be granted. In the event, the learned county court judge did not take this course as s. 130 of the Metropolis Management Act, 1855, required the defendants to cause the streets within their district to be "well and sufficiently lighted," and in complying with this statutory requirement the defendants, unlike the appellants in *Manchester Corporation* v. *Farnworth* [1930] A.C. 171, for example, had acted in a bona fide and reasonable manner.

"The Solicitors' Journal" Friday, May 27, 1960

HOW EFFICIENT ARE YOU?

MOST solicitors have now adopted typewriters and the more advanced among us are installing such a wealth of machinery that our capital equipment approaches in value that of a 500-acre farm. We study new methods of filing and we vaguely consider the possibility of mechanical accounting. We are all of us very keen on efficiency but we are apt to think of it as something that can be bought. In the long run the most important piece of machinery in a solicitor's office is his head and it may be that there are ways and means of using our heads to better advantage than we have used them in the past.

Some of us are clever and some are plain dull but there cannot be many solicitors who are really very dull because you have to be pretty shrewd nowadays to outwit the examiners. However, we do vary a lot as all human beings do and it stands to reason that some people get through more work in a working day than others do. The two greatest assets a solicitor can have are a quick brain and a strong memory and these are things we either have or have not. They cannot be acquired. If, on the other hand, you take a group of average solicitors, and consider the amount of work they individually get through in a year, there are variations, sometimes quite remarkable variations.

Speed is important to solicitors in two ways, just as it is to the operator of an airline. The reason why airlines fall over each other to buy faster and faster aeroplanes is that these aeroplanes not only provide a more attractive service to the public but get through more work in a year. A fast aeroplane will fly more services on a given route in a single year than a slow aeroplane because it spends less time on each flight. For this reason, a Comet is actually cheaper per passenger-mile than the Dakota was when it was new.

Overheads

All this has a bearing on the work of a solicitor. Each of us has to pay, in a given year, for a certain quantity of fixed overheads. Most of the overheads really are fixed, including the important items like rent and rates and heating and lighting. To some extent our overheads increase with the speed of our work. If we write more letters in a year, then we need more paper and more stamps and we may in time require more staff to type the letters and file them, but a very important mass of overheads remains fixed, no matter how active we are. It follows that if one solicitor gets through 400 jobs in a year, he may only just meet his expenses, while if another solicitor works in a similar office and manages to get through 500 jobs, he will make a nice profit. This point is often overlooked when solicitors argue with each other at conferences about the percentage of the turnover of their offices which is absorbed by overheads. One man gloomily observes that overheads consume 90 per cent. of his costs. Another one keeps quiet and remarks to you casually afterwards over a drink that he finds that overheads are not more than 50 per cent. of his costs, and very often in conversation with the two solicitors concerned you can guess why.

Expedition

We help ourselves in two ways by being quick. In the first place we please our clients and in the second place we get through more work and so earn more money while the bulk of our expenses remains static.

It is accordingly of vital importance to a solicitor to work quickly. How can we get through our work quicker than we do already?

A solicitor spends a lot of his time reading and a good deal of it just sitting and thinking, but the actual execution of work is done in one of four ways. Either we talk to somebody personally, or we talk to someone on the telephone, or we dictate or we write. Writing is becoming less and less common. When drafting a particularly difficult clause it may be essential to doodle it out in pencil on a sheet of paper, but to most solicitors the pen and the pencil are now things of the past except for signing their names. If you think I am wrong when I say this, then you are one of the people at whom this article is aimed.

We have then to get through our work in three ways. Face-to-face talking, telephoning and dictating. All these three are vital; we cannot dispense with any of them. But I do suggest that with great care and attention, involving a very considerable mental effort, we can train ourselves gradually to minimise the amount of personal talking and telephoning and to increase the amount we dictate. By doing so we can vastly increase the amount of work we do per day.

To take these three things one by one. Face-to-face talking is the staple of the solicitor's trade and cannot possibly be abolished. Our work is essentially personal and we must meet our clients. We must know them and they must know us and on important occasions nothing can replace the intimacy and completeness of direct conversation.

The telephone also is essential. It is the quickest of all means of communicating a thought over a distance and there are numerous occasions day by day when some urgent brief message must be sent by telephone.

On the other hand, both of these can be overdone. If you send a client a draft contract with no explanation and ask him to approve it, the chances are that he will turn up at your office a few days later and ask to see you and you will spend the best part of an hour going through it with him. If, on the other hand, you take the trouble to send him a long letter commenting on all the vital parts of the contract and explaining them and advising where advice is necessary and pointing out the only one or two places in which a decision is actually called for from him, then the chances are that he will post it back with a short note and you will be spared a long interview. It is a great temptation, when you are uncertain exactly what to say to a client, to ask him to call and in conversation to go on fumbling round the subject until gradually a few ideas occur to you and eventually some sort of conclusion is reached. If, on the other hand, you have the strength of mind to think very hard about what it is that you ought to ask or tell or advise your client, and set it down briefly in a letter, you will find that you can dictate it in five minutes instead of spending fifty minutes over an interview.

The telephone

The telephone is an even more tempting thing and is the constant resource of the solicitor who is not sure of himself. It has the added glamour that when you use the telephone you can kid yourself that you are being terribly businesslike and up to date. In fact the telephone is the worst time-waster ever invented. There are those important brief messages,

in particular making and breaking appointments, that are best done by telephone, but the solicitor himself should not do these. He should leave them to his secretary. You can tell a really bad solicitor by the way he fiddles with his post in the morning and then, with a letter in one hand, starts pawing blindly for the telephone. "I think I'll give old Charles a tinkle," he says. "Old Charles" may be his client or his accountant or the solicitor on the other side. The fact is that the man reading the letter just cannot think what to say in reply and so he picks up the telephone and rambles on for minutes discussing a dozen different ideas and, having eventually half-cleared his cloudy brain, he sends for his secretary and dictates a letter saying something entirely different. The recipient is left completely confused as to whether he is to believe what was said to him on the telephone or what he reads in the letter when he receives it. Worst of all is the expense of time. I could go on for hours listing the dangers of the telephone (the fact that both parties to the conversation are often left at the end with a quite different impression of the conclusion reached and the further fact that the only record remaining is a short note kept by the sender, which probably does not tally with what he said anyhow), but the greatest danger of the telephone is its power to consume time. It may enable you to get one item of business done more quickly than you could by letter but in doing so you use up a disproportionate amount of your day. Set yourself the task of telephoning four different people, carry on to the bitter end and then look at the clock and see how long you have been. Probably you will have occupied an hour. In the same time, if you are even moderately trained in the art of dictating, you could have written thirty letters.

Dictating machines

I repeat that you must sometimes telephone and you must often see people, but by and large you will get through infinitely more work in a year if you limit your personal interviews and cut down your telephoning to a couple of calls a day. Nearly everything that can be done by interview or by telephone can be done not only better but much faster by dictating. Those who have got used to dictating machines will agree that you can dictate into them even faster than you can dictate to a very good secretary. It is not easy. It has to be learnt and practised. It also requires a lot of concentration. One of the merits of dictating wherever possible is that it forces you, sometimes against your own inclination, to crystallise your ideas. Nothing is more humiliating than to receive back from your secretary a neatly typed letter in which you have expressed yourself badly. You simply must think and think hard and think clearly. You must cultivate the art of putting things down in numbered paragraphs. It helps you and it helps the person who receives the letter.

It is also very frequently a better way of giving instructions in your own office than the standard way of sending for your staff and having a talk. Your income depends upon the amount of work they do in a day. The more you interrupt them the less work they will achieve. Moreover, sending for one of the staff always involves waiting a few minutes, even in the best-mannered of offices, and when they arrive in your room, you tend to ramble on a bit before you have finished saying what you meant to say. The whole thing may occupy seven or eight minutes whereas a note could have been dictated in fifteen seconds, your assistant would not have been interrupted, and he has the advantage of a clear and unmistakable instruction instead of the recollection of a natter of several minutes.

I repeat that it would be an enormous mistake to think that you must cut yourself off from personal contacts. These are and always will be vital. My point is that personal contacts are easier and pleasanter and in many ways much less trouble than dictating a clear cut letter or note but the first process may take ten or twenty times as much of your time per item of business to be dealt with than the second. A day spent in personal interviews may result in half a dozen matters each having been given one push forward. A day spent at the telephone may enable you to deal with a dozen; but a day spent with a dictating machine can give 100 different jobs an individual impetus and so enable you to get through a vastly increased quantity of work in the time available to you in the course of a year. This is the real crux of the problem of keeping overheads down to a modest percentage of one's earnings.

E. A. W.

LEGAL AID REFRESHER—II

To recapitulate, at the end of our last article we had in our office Mrs. Jones who had just completed a new (blue) application form designed to cover both negotiations and proceedings arising out of being knocked off her bicycle by a motor car. In this article we deal only with Mrs. Jones's entitlement or otherwise to legal aid in her negotiations. At the outset we encounter a new statutory definition. The expression "claim" means "a claim which it is desired to assert or dispute where the question of taking, defending or being a party to proceedings before a court does not arise, or has not yet arisen; but if it did arise the proceedings would or might properly be such that legal aid could be given in connection therewith under s. 1 of the [1949] Act." It is thus more than advice because advice does not include the conduct of correspondence or other negotiations, but a claim is a good deal less than starting proceedings. In theory, when Mrs. Jones informed us that she wished us to press her claim but could not pay us, we might have put our file away in the filing cabinet as soon as she had filled up her blue form and we had sent it to the local secretary, but we might have saved ourselves some trouble and possibly our client some disappointment if we had read reg. 5 and the Schedule to the Legal Aid (General) Regulations, 1960, which have had the distinction, unhappily not unique, of being amended less than a month after coming into operation by the Legal Aid (General) (Amendment) Regulations, 1960.

Mrs. Jones, it will be recalled, was a widow with a total income of £9 per week and a family allowance, having two dependent children and £125 in the Post Office Savings Bank. The financial terms on which she can receive legal aid for her solicitor's negotiations with the hostile insurance company are set out in the Schedule (as amended) to the regulations. We must note two points. First, normally the decision whether to grant a claim certificate rests with the local secretary himself, who refers the matter to the local committee only when the conditions laid down by the regulations are not strictly fulfilled. Secondly, the National Assistance Board do not come into the picture at all. The result is that

the local secretary takes on his ample shoulders not only his own usual burdens, but also the burden of the local committee in deciding whether the applicant has reasonable grounds for taking steps to assert or dispute a claim, and the burden of the National Assistance Board in determining whether the applicant's means are within the maxima of capital and income prescribed by the Schedule (as amended) to the regulations. Incidentally, it seems that we need pay no attention to s. 5 (5) of the 1949 Act, the object of which was to secure that only nil contributors should receive legal aid in negotiations. Not only has this subsection been amended by the Legal Aid Act, 1960, but it also appears to have been varied by the regulations.

Paragraph 6 of the Schedule provides that legal aid in respect of a claim shall be available to any person whose disposable capital does not exceed £125 and who either was in receipt of national assistance at the date of his application, or whose disposable income does not exceed £390. There is a proviso that legal aid may be refused to an applicant who was receiving national assistance at the date of his application if his disposable income exceeds £390 and it appears that the need for assistance was or is likely to be temporary.

The Schedule contains relatively (this is the operative word) simple rules for arriving at an applicant's disposable capital and income so far as a claim is concerned, and we must now apply these simple rules to Mrs. Jones. First, in computing both capital and income there must be left out of account the value of the subject-matter of the claim, from which we conclude that we must not count the value of her bicycle. Secondly, the resources of a spouse must be taken into account, unless the spouse has a contrary interest, or the couple are living separate and apart, or in all the circumstances it would be inequitable or impracticable to take these resources into consideration. As Mrs. Jones is a widow this paragraph does not apply.

In computing Mrs. Jones's capital the value of her dwelling-house, household furniture and effects, articles of personal clothing and the tools and implements of her trade are to be left out of account. In addition, where an applicant has living with him either a spouse whose resources are required to be aggregated, or a dependent child or a dependent relative wholly maintained by the applicant, a deduction is to be made from capital of £75 in respect of the first person, £50 in respect of the second person and £25 in respect of each further person. The result of this paragraph is that even if Mrs. Jones had £250 capital she would still qualify for legal aid because there would be a deduction in respect of her two children amounting in all to £125, which would bring her disposable capital down to the maximum of £125. As she has only £125 capital Mrs. Jones's disposable capital is nil.

In computing an applicant's income, income tax together with the National Insurance contributions of persons other than the applicant whose income is treated as the applicant's are disregarded. £117 (a peculiar figure which is in fact £2 5s. per week) is allowed in respect of a maintained spouse, or where the resources of the spouses are aggregated, and £70 in respect of each maintained child. There is also an allowance of £117 in respect of any other person wholly or substantially maintained by the applicant or by a spouse of the applicant. Mrs. Jones, therefore, qualifies for a total allowance of £140 to be set against her income in respect of her two children. As her total income is £9 per week, or £468 per annum, her disposable income is £328 per annum.

We arrive at para. 10 of the Schedule (as amended), which provides that where the disposable income of the applicant exceeds £318 the applicant is required to pay a contribution of not more than £1 for each £3 in excess of £315. It therefore seems that as Mrs. Jones's disposable income exceeds £315 by £13 she may be called upon to contribute £5 and not more to the cost of her negotiations. All this arithmetic will be done by the local secretary, but it is useful to have some knowledge of the applicant's chances. When the new Assessment of Resources Regulations are published we will accompany Mrs. Jones into the terrors of litigation.

P. A. J.

THE FINANCE BILL—II

A COMPANY which carries on a trade of dealing in investments is treated differently for tax purposes from an investment holding company. Accordingly, a common device is for assets to be passed from one company to another in a group of companies and finally to a third party in such a way that any appreciation in value is received as capital and not as income.

Clauses 23 and 24 of the Bill are directed against such transactions. Clause 23 provides that if, after 5th April, 1960, an investment company acquires trading stock from an associated dealing company and disposes of that stock or otherwise disposes of an asset to an associated dealing company, any profit made by the investment company from the transaction will be deemed to be income chargeable to tax under Case VI of Sched. D, and if the company is a surtax company, to be investment income (and subject to an automatic surtax direction under the Income Tax Act, 1952, s. 262). Again, if the investment company disposes of the assets acquired from the dealing company to another associated investment company, that company and any other associated company subsequently acquiring the asset will be treated as if it had acquired the asset from an associated dealing company.

Where a dealing company becomes entitled to a deduction in computing its profits for a period ending after 5th April, 1960, in respect of the depreciation in value of any rights subsisting against an associated investment company, or a dealing company makes a payment to an associated investment company which is an allowable deduction in computing the profits of the dealing company for tax purposes, and the depreciation or payment is not brought into account in computing the profits of the investment company, that company will be deemed to have received, for the year of assessment in which the period ends, income of an amount equal to the amount of the deduction. If an investment company is in liquidation and the liquidator disposes of an asset in respect of which the company would have been chargeable under sub-cl. (1) if it had disposed of the asset, the liquidator will be chargeable with tax in like manner and to the like extent, and the profit in respect of which he is so chargeable will be deemed to be income of the company arising since the commencement of the winding up. A Government amendment to cl. 23 provides that rights or bonus issues shall be taken into account in assessing tax under the section.

Under cl. 24, if a person having control of an investment company sells shares in the company to a dealing company of which he has control, and such shares were issued after the beginning of the year 1960–61, or the rights attached to the shares were altered after that time, or at the time of the sale the seller had shares so issued similar in number and rights to the shares sold by him, he will be liable to tax on the profit arising from the sale if it would not otherwise be a receipt of an income nature in his hands. Again, if the seller is a surtax company, the profit will be investment income of that company. In computing the profit chargeable with income tax under Case VI of Sched. D a deduction will be made from the sale price for any consideration given by the seller for the shares sold, but otherwise the amount to be taxed is the amount of profit which the investment company would have made if at the time of the sale it had sold to the dealing company for the consideration paid for the shares such proportion of all its assets as is properly apportionable to the shares sold, having regard to their number and nature when compared with the total issued capital of the investment company.

"Dividend stripping"

Some gaps in anti-dividend-stripping legislation were stopped by the Finance Acts of 1958 and 1959, while the 1959 Act also dealt with new forms of bond washing. Clause 29 of the present Bill removes the six years' limitation in the Finance (No. 2) Act, 1955, s. 4, for the reason (to quote the Chancellor) "that prospective strippers, such is their enthusiasm, are prepared to wait for six years, if need be, to achieve their objective." The main blow, however, against both dividend stripping and bond washing is aimed by cl. 26, which is intended to make the contrivance of new schemes unprofitable by empowering the Revenue, in certain circumstances, to give directions nullifying their tax advantages.*

The clause relates only to "transactions in securities" as defined in cl. 40 (4), but where in consequence of a transaction or of the combined effect of two or more such transactions a person is in a position to obtain or has obtained a tax advantage, the onus is on him to show, if he is to avoid being caught by the section, that the transaction or transactions were carried out either for bona fide commercial reasons or in the ordinary course of making or managing investments, and that none of them had as their main object, or one of their main objects, the securing of a tax advantage. The clause operates in the circumstances set out in sub-cl. (2), that is to say, in connection with the distribution of profits, income, reserves or other assets of a company or their transfer or realisation and where the person concerned is a bond washer or falls within one or the other of three categories of dividend strippers. These three categories comprise a person who (*a*) being entitled to recover tax in respect of dividends received by him by reason of any exemption from tax or by the setting off of losses against profits or income (such as a charity, superannuation fund or finance company) receives an "abnormal amount" (as defined in sub-cl. (7)) by way of dividend, or (*b*) becomes entitled (as in the case of a finance company) in respect of securities held or sold by him to a deduction in computing taxable profits by reason of a fall in the value of the securities resulting from the payment of a dividend or from any other dealing with any assets of a company, or (*c*) receives as, or as part of, the consideration for a sale or in any other way, and otherwise than as taxable income, sums or assets (i) representing the value of assets which are, or apart from anything done by the company would have been, available for distribution by way of dividend, or (ii) representing the value of trading stock of a company. Sub-clause 2 (*c*) thus deals not so much with the stripping of dividends as with the newly developed practice of stripping assets, so that all possible eventualities are covered.

The section is to be operated by way of directions to be given in writing by the Inland Revenue Commissioners specifying the transaction or transactions concerned and providing for such adjustments as may be requisite for counteracting the tax advantage obtained or obtainable in consequence of the transaction or transactions. The adjustments may take the form of an assessment or additional assessment to tax, the nullifying of a right to repayment of tax or the requiring of the return of a repayment already made, or the computation or recomputation of profits or gains, or liability to tax, on such basis as may be specified.

If a taxpayer or the Revenue are dissatisfied with the determination of the Special Commissioners on an appeal, they may require the appeal to be re-heard (and so on a question of fact as well as a point of law) by a new tribunal consisting of the chairman of the Board of Referees and two or more persons having special knowledge and experience of financial or commercial matters appointed by the Lord Chancellor. (There will also be the usual right of appeal to the High Court on a question of law only.) The section does not apply if the date when the tax advantage was first obtainable was before 5th April, 1960 (even if the advantage continues after that date), and there is provision for obtaining from the Revenue in approved cases a clearance certificate (similar to that under the Income Tax Act, 1952, s. 252, for surtax, and the Finance Act, 1951, s. 32 (6), for profits tax) in respect of a transaction effected or to be effected. It is, however, a criticism of the discretionary power conferred by cl. 26 that it may not be applied evenly throughout the country. Moreover, there is the danger, once the power has passed from the more limited field of profits tax (where it now resides) to the wider field of income tax, that the Revenue may seek to extend their powers further along the same lines. Clause 27 gives power to the Revenue to obtain information for the purpose of ascertaining whether cll. 19 to 25 may be applicable, or whether a person may be within the scope of cl. 26.

Post-cessation receipts

In *Carson* (*Inspector of Taxes*) v. *Cheyney's Executor* [1959] A.C. 412, it was held that royalty payments received after the death of an author, under contract made by the author during his lifetime, are not assessable to tax; and the same position arises if the cessation of the profession is brought about for a reason other than death, such as retirement or residence abroad. Advantage of this decision and the earlier decision in *Stainer's Executors* v. *Purchase* (*Inspector of Taxes*) [1952] A.C. 280, could be taken by authors and others to retire and form themselves into companies by which they would be employed to write in future. In this way they would be able to receive free from income tax and surtax royalties from books written before retirement.

Clause 30 brings into charge to tax not only the post-cessation receipts of authors but receipts accruing after the discontinuance of any trade, profession or vocation chargeable to tax under Case I or Case II of Sched. D. If the assessments before discontinuance were made on the earnings basis, sums received which have not been brought into the computation up to the date of cessation will be assessable under Case VI of Sched. D, and if the assessments before

* Government amendments tabled since this article was written will be discussed in a later article.

discontinuance were made on the cash basis, so will sums received which become due or ascertained after the discontinuance. Excepted are sums received by a non-resident in respect of income arising outside the United Kingdom; lump sums received from the outright sale of copyright by the personal representatives of a deceased author; and sums received in respect of trading stock or work-in-progress (see cl. 33 and the Income Tax Act, 1952, s. 143). While barristers' fees received after ceasing to practice are not specifically excluded, both the Chancellor and the Attorney-General (Sir Reginald Manningham-Buller) have made it clear that the section is not intended to apply to barristers. Deductions will be allowed in computing the tax liability under the section in respect of losses, expenses or debits (not arising from the discontinuance) which would have been allowable deductions in computing the profits if there had been no discontinuance, and in respect of reliefs for capital expenditure to which effect has not been given before the discontinuance. The clause does not apply to receipts received before 6th April, 1960.

Under cl. 31 the post-cessation receipts of a person to whom cl. 30 applies are to be treated as earned income where the profits and gains before discontinuance were so treated; and the clause also provides for assessments in respect of such receipts to be made on the members of a surtax company (other than an investment company) where an order has been made or a resolution passed for the winding up of the company.

Clause 32 applies cl. 30 where there is a notional discontinuance of a trade, profession or vocation by reason of the Finance Act, 1953, s. 19 (1). In that case the receipts which arise after the discontinuance will be brought into the computation of the profits of the persons carrying on the trade or profession after the change, and therefore no special provision is made for allowances or expenses as under cl. 30 since the expenses will be charged automatically in the successors' accounts. Sub-clause (3), however, permits a deduction for bad debts to be allowed to the successors to the extent that no deductions have been allowed to the previous owners up to the date of the change.

Valuation of work-in-progress

Clause 33 contains provisions similar to those in the Income Tax Act, 1952, s. 143 (relating to the valuation of stock-in-trade), for the valuation for tax purposes of work-in-progress at the discontinuance of a profession or vocation. If the work is transferred for money or any other valuable consideration to a person carrying on a profession or vocation in the United Kingdom and the cost of the work is an allowable deduction in computing the profits of that profession or vocation, the value of the work will be the amount paid or other consideration given for the transfer; otherwise the value will be the amount which would be paid for it on the date of discontinuance as between parties at arm's length. By sub-cl. (2) the provisions of s. 143 of the 1952 Act relate to any appeals. If within twelve months after the discontinuance the person carrying on the profession or vocation immediately before the discontinuance so elects by notice in writing, the amount by which the value of the work-in-progress exceeds the actual cost of the work shall not be brought into the computation of the profits of the period immediately before the discontinuance, but the amount by which any sum received for the transfer of the work exceeds the actual cost of the work will be included in the amount chargeable to tax under cl. 30 as if it were a sum received after the discontinuance. The provisions apply both in the case of an actual discontinuance, and a notional discontinuance under s. 19 of the 1953 Act, but do not apply where a profession or vocation carried on by a single individual is discontinued by reason of death. Sub-clause (5) extends the meaning of "trading stock" in s. 143 of the 1952 Act.

Clauses 23, 24, 29, 30 and 33 (if enacted) will also apply to profits tax by virtue of the Finance Act, 1937, Sched. IV, para. 8.

(To be continued)

K. B. E.

SUBSTANTIVE CHARGES AND CONSPIRACY

THE case of *R.* v. *Dawson and Wenlock* [1960] 1 W.L.R. 163; p. 191, *ante*, which took no less than nine weeks to try and ten effective days to appeal, is—in more than one respect—a landmark in criminal procedure. As such, it deserves careful analysis against the background of both statutory enactments and judicial authority involving a variety of aspects in the administration of the law to equitable ends. It is a welcome reminder (and there cannot be too many of its kind) that rules of procedure materially affect the substantive law thereby applied, and that in England the law is not enforced literally for its own sake, but in a spirit of fairness with a view to justice, to the greater contentment of all indirectly as well as directly concerned, i.e., the accused, the victim of the alleged crime, everyone who participates in the trial and in the investigations leading up to it, and the public at large.

D. and *W.* (together with four others) were charged with conspiracy to cheat and defraud on an indictment containing, in addition, several substantive counts (for false pretences, obtaining credit by fraud, and fraudulent conversion)—all relating to the transactions described in the count for conspiracy, and some of which covered charges that had been rejected by the magistrate at the preliminary hearing. *D.* was charged on every substantive count and *W.* on two. It was alleged that *D.* and *W.* (together with the four other accused) had conspired with certain companies and other persons unknown during a period of over three years to cheat and defraud—by false pretences and fraudulent conversion, and by other false and fraudulent devices—(*a*) such persons as might be induced to part with moneys and goods in connection with transactions relating to (i) the purchase, sale, barrelling, bottling and procuring of orange juice concentrate, and (ii) the purchase, sale and conversion of certain vehicles; and (*b*) such persons as might be induced to discount or accept liability in respect of bills of exchange accepted by *D.* or by the companies concerned. *W.* was convicted on the three counts laid against him, while *D.* was convicted of conspiracy and on nine other counts—two being alternative counts of false pretences and obtaining money by fraud, and one of fraudulent conversion, contrary to the Larceny Act, 1916, s. 20 (1) (iv) (*a*). At the trial the learned judge admitted in evidence—in relation to the last-mentioned charge—answers given by *D.* in his compulsory examination in bankruptcy, and in his summing up directed the jury to consider the whole case first and form a view of the conspiracy before proceeding to the substantive charges.

Grounds of appeal

D. and *W.* appealed against their conviction—*D.* on the grounds (i) of misdirection in law by the trial judge (*a*) in failing to direct the jury that alleged acts of misconduct in connection with an amorphous agglomeration of entirely separate transactions between different and unassociated people at different times and places could not be tried as one conspiracy; (*b*) in directing the jury to consider the whole circumstances of the case first and then to proceed to consider the substantive counts; and (*c*) in failing to direct the jury that they should not convict on both alternative counts; and (ii) that (*a*) evidence had been admitted of various transactions when the magistrate had ruled at the preliminary hearing that no grounds of complaint had been disclosed in relation to them; and (*b*) answers given by *D.* at his public examination had been wrongfully admitted in evidence, contrary to the Larceny Act, 1916, s. 43 (2) and (3). *W.*'s grounds of appeal were (i) that the count for conspiracy was bad in that, although it purported to charge one general conspiracy, in reality a number of separate conspiracies were charged in one count; (ii) that, to avoid prejudice in the minds of the jury and a miscarriage of justice, *W.* should have been granted a separate trial confined to those persons charged with, and those acts in furtherance of, a conspiracy dealing with transactions relating to the purchase and sale of orange juice; and (iii) that there was misdirection by the judge in regard to the evidence.

Judgment of Court of Criminal Appeal

All the valid points raised by the two appellants were covered by authority and, in a reserved judgment, the Court of Criminal Appeal (Finnemore, Davies and Hinchcliffe, JJ.) held in conformity thereto:

1. That where a charge of conspiracy was laid in addition to substantive charges, the jury should be directed to deal with the substantive charges first. For as far back as 1871, Cockburn, C.J., said:—

> "I am clearly of opinion that where the proof intended to be submitted to a jury is proof of the actual commission of crime, it is not the proper course to charge the parties with conspiring to commit it; for that course operates, it is manifest, unfairly and unjustly against the parties accused . . . the prosecutors are thus enabled to combine in one indictment a variety of offences which, if treated individually, as they ought to be, would exclude the possibility of giving evidence against one defendant to the prejudice of others and deprive defendants of the advantage of calling their co-defendants as witnesses" (*R.* v. *Boulton* (1871), 12 Cox, c.c. 87, at p. 93).

Sankey, J. (as he then was), quoted this passage in the course of delivering the judgment of the Court of Criminal Appeal in *R.* v. *Luberg* (1926), 19 Cr. App. R. 133, and then made the only criticism of the summing up, saying:—

> "The judge does not, I think, at the end of his summing up in one way put it quite correctly, where he says: 'That is the whole case and you must take it as a whole and not by bits.'"

It is, therefore, imperative for the jury to go through the counts of the substantive charges, one by one, acquitting or convicting on each one of them; so that when the turn of the conspiracy count comes to be considered, they will be less likely to be confused or misled by the intricacy and complexity of the evidence.

2. In *R.* v. ***Hammersley*** (1958), 42 Cr. App. R. 207, the Court of Criminal Appeal dismissed the appeals because, *inter alia*, only one conspiracy was disclosed by the evidence in the depositions. Here, however, the court held that the conspiracy was not one but a number of conspiracies, and it was no more correct to charge several conspiracies (although called one conspiracy) in one count than it was to include other different charges in one count. Independently of that, the inclusion of a long count of such a kind was highly undesirable and unnecessary, as it had lengthened the case enormously and worked injustice on at least one of the appellants.

3. When the same act is differently charged in various counts the court may construe a verdict of guilty upon all as if it was limited to the least offence alleged (*R.* v. *Johnson* (1913), 9 Cr. App. R. 57). In *R.* v. *Smith* (1915), 11 Cr. App. R. 229, Lord Reading, C.J., said:—

> "that in these cases where there is a general verdict which amounts to a conviction upon the indictment without discriminating between the separate counts, the court undoubtedly can, and in a proper case will, treat the conviction as if it had been upon the lesser of the charges."

Referring to this passage with approval, the court held that in such cases there was no rule that the conviction should be treated as if it had been on the lesser charge. It was the duty of the court to look at the realities of the position, and as here a false pretence had clearly been made out, the proper count on which to register the conviction was that charging the false pretence.

Bankruptcy proceedings and the Larceny Act

4. Incidentally, the court also held that s. 43 (2) of the Larceny Act, 1916, did not apply to bankruptcy proceedings, but protection in relation to such proceedings was afforded by s. 43 (3), and therefore evidence of answers given by *D.* in his public examination on bankruptcy was inadmissible. Nevertheless, since the evidence admitted could have had no effect on the minds of the jury, and the evidence of fraudulent conversion was clear and ample, the court applied the proviso to s. 4 of the Criminal Appeal Act, 1907. The application of the proviso in this case was all the easier, since the evidence against the accused was largely documentary and such evidence substantially speaks for itself. In oral evidence, on the other hand, the visual factors of personality and demeanour play an important part in assessing the reliability of the witness and the weight of his testimony. For although the Court of Criminal Appeal does not act as a sort of super jury, it has to see that the verdict is reasonable in view of the actual evidence.

Accordingly, the court allowed *W.*'s appeal, and—except on three counts for fraudulent conversion, false pretences and obtaining credit by fraud—quashed the convictions recorded against *D.*

Drafting the indictment

Now as early as 1851 Lord Cranworth (then Mr. Baron Rolfe) said:—

> "It would be, however, much more satisfactory to my mind if parties were indicted for that which they have directly done, and not for having previously conspired to do something, the having done which is the proof of the conspiracy. It never is satisfactory, although undoubtedly it is legal" (*R.* v. *Selsby* (1851), 5 Cox, c.c. 495, at p. 497).

Again, in *R.* v. *Luberg, supra*, where a difficulty arose as a result of including a count for conspiracy together with several counts charging particular offences against s. 3 of the Larceny Act, 1916—which makes it an offence to obtain goods by false pretences—Sankey, J., said :—

"We do desire to say one word about the whole indictment. It will be observed that it starts with the general count for conspiracy. I am far from saying that that is wrong. It is perfectly open to prosecutors to do that, but it does, in our judgment, place the defendants in a case like this in some difficulty. The reason is that it renders admissible evidence of what one prisoner says in the absence of the others."

This passage was quoted with approval by Humphreys, J., who delivered the judgment of the Court of Criminal Appeal in *R.* v. *Cooper and Compton* (1947), 32 Cr. App. R. 102, and advised that in future a perfectly simple case of stealing should not be clogged with a count of conspiracy. Now the court again expressed the view that where there are substantive charges which can be proved, it is, in general, undesirable to add a charge of conspiracy. For one thing, it can work injustice on the defendants because evidence otherwise inadmissible on the substantive charges against certain defendants becomes admissible ; for another, it adds to the length and complexity of the case, so that the trial may become unworkable and impose an intolerable strain upon the court and jury.

Finally, *R.* v. *Morry* (1946), 31 Cr. App. R. 19, decided that (on the true construction of the proviso to s. 2 (2) of the Administration of Justice (Miscellaneous Provisions) Act, 1933) where a person charged has been committed for trial, the indictment against him may include, either in substitution for or in addition to counts charging the offence for which he was committed, any counts founded on the facts or evidence disclosed in any examination or deposition taken before the justice in his presence—being counts which may lawfully be joined together in the same indictment—even though such counts charge offences on which the examining justice refused to commit. This is perfectly fair for two reasons : first, the interests of the defence are safeguarded, since the trial judge has power to rule whether such counts are properly included ; and, secondly, if the prosecution were aggrieved by such refusal to commit, they could not ask the justice to state a case—although the question whether a prima facie case has been made out is a question of law (*Card* v. *Salmon* [1953] 2 W.L.R. 301). However, the court expressed the view that it is an undesirable practice, although such a course is permissible and in certain cases necessary, as it may easily cause hardship on the defendants, and the right to include in the indictment charges rejected by the magistrate at the preliminary hearing should be very carefully regarded.

J. Y.

REFORM IN DEBT COLLECTION

MANY people consider that the present structure for the recovery of money is probably not capable of piecemeal reform, but that something quite revolutionary is required. For this reason the writer feels justified in ignoring the reports of the various committees on procedure, and in attempting to suggest a fresh procedure based on modern requirements rather than the existing processes.

There are two principal kinds of debts—debts incurred by businessmen in the course of business, and personal debts which are essentially payable out of a debtor's net income as opposed to the gross income of a business. Two other important classes of debts are house-purchase loans and debts arising out of matrimonial proceedings, e.g., maintenance and costs. In both these cases the present processes for recovery are relatively effective.

Business and personal debts

To deal with business debts, it is fairly obvious that the present procedure is slow, cumbersome and costly. As a result it is probably fair to say that it is also very much out of touch with modern business and the now accepted extensions of the credit system. There is a tendency to proceed in the High Court because in the county court the debtor can make an offer to pay by instalments. Once judgment is obtained, however, the writ of fi.fa. is the only speedy means of putting pressure on the debtor and in these days it is more the inconvenience which will be caused to the debtor than the anticipated proceeds of sale which is the compelling factor. Most other processes in the High Court involve so many summonses, orders nisi and orders absolute, with penal notices, affidavits and certificates as well, that they are almost useless if there is any urgency. A bankruptcy notice is often effectual but bankruptcy is also so involved, and so open to abuse by the debtor, that one feels it will slowly become a museum piece. In the county court the debtor can delay matters quite easily if he so wishes, and as the onus of proof of means tends to be on the creditor, it is not a good means of recovering money in a lump sum. Generally speaking, a business debt is one which a creditor should be entitled to expect to recover quickly, at little expense to himself and with the minimum loss of interest.

Personal debts, which form the vast majority of those recovered in the county court, are on a different footing. One must acknowledge that payment by instalments is almost inevitable. Most of these debts arise out of instalment contracts, anyway, and they are essentially a matter for the debtor's income as opposed to his basic possessions. Further, they are rarely appropriate to the High Court.

Hire purchase

But the main feature which is alien to the present debt recovery structure is hire purchase. It is galling to the creditors of a "bankrupt" to see him driving a large expensive car which they cannot reach because there is a small amount still owing on hire purchase. The first reform which is suggested is that a creditor should be able to compel an assignment of the option in a hire-purchase agreement, so that he can buy the goods from the owner and obtain the benefit of what has been paid by the debtor. There must be many occasions when the balance due under the agreement is less than the second-hand value.

The other suggestions concern procedure. At the moment, far too little use is made of the power to examine a debtor before the registrar under R.S.C., Ord. 42, r. 32, and C.C.R., Ord. 25, r. 2. In the county court, this is most useful, as if the debtor can be persuaded to make a suggestion for payment during the examination, the creditor can obtain an order for payment accordingly by filing a request in Form 143. This

produces the same result as the first stage of the average judgment summons. On the other hand, one is not bound to take what the judge orders, as on a judgment summons. The creditor is free to pursue the course he considers best. One difficulty, however, is that on being served with a default summons the debtor can make an offer of payment by instalments, and the registrar has, in effect, got power to make the creditor accept it on disposal.

Payment by instalments

The suggestion is that, in the county court, on the service of a default summons the debtor should, as now, be able to make an offer of payment by instalments. But if the creditor does not accept it, or if no offer is made and the creditor so wishes, the next stage should be an examination of the debtor before the registrar. Notice of the date of the examination and a direction to attend, unless notified to the contrary, could be incorporated in the summons. The examination should be on the same lines as the present examination under C.C.R., Ord. 25, r. 2. Initially, judgment would be for payment forthwith. The creditor should be at liberty during the examination to reserve his rights or to ask the registrar to make an order for payment by instalments. In addition, the creditor should be at liberty to vary the judgment to provide for payment by instalments himself, without fee. Further, at any time, the creditor should be at liberty to increase or decrease the instalment order at will.

Enforcing payment

The means of enforcing payment needs streamlining. In the first place, the judgment summons, as such, must involve the country in a substantial waste of man-hours and money, apart from the fact that in some areas it demoralises county court practitioners. It is no use trying to attract High Court business if judgment summonses appear before it in the list. The suggestion is that any order for payment by instalments made by the registrar or the judge, whether at the initial examination or later, should enjoy the effect of the present suspended committal order. In the event of default within twelve months of the making of the order, the creditor should be at liberty to apply for the issue of a committal order in respect of all or part of the arrears or, subject to the remarks below, for an attachment of earnings order. But the committal order should not issue without leave of the judge (who could require the attendance of the parties before him if he so desired) and the creditor should be at liberty to defer execution of the warrant for up to two months. Further, the debtor should be entitled to apply for relief on the grounds of alteration in means before the application for the warrant. If committal were actually to wipe out that part of the debt, the prisons would be no fuller. There would then be only the exceptional applications for committal warrants to be dealt with by the judge in open court; on the other hand, the actual sanction of committal would remain with the judge. Further, the creditor should be at liberty to issue execution against the goods of a debtor, or compel assignment of any debt, hire-purchase option or source of unearned income, or obtain a charge on any land belonging to the debtor, substantially as now. The compulsory assignment would replace the present garnishee and appointment of receiver. An order nisi should be made on an ex parte application if there is clear evidence given by or on behalf of the creditor on affidavit, or if there is sufficient evidence of the debt, option or source of income obtained in the initial examination of the debtor. But as debtors are often quite obtuse about such matters, the creditor should be at liberty to apply for an adjournment of the examination and the issue of a witness summons against any person who could give further details. As such details would generally be against such person's interest, however, a written statement from him could be admissible. The order nisi should be served on the third party just as if it were a default summons, and should become absolute in the absence of objection.

Replacement of administration order

Finally, a sort of county court bankruptcy, replacing the administration order, seems desirable. This should be available on the application to the judge of not less than two creditors owed a total of not less than, say, £30. All creditors would be subject to it, subject to the right of any creditor whose debt exceeded, say, £200 and one-half of the total debts to refuse consent. The judge should have power to make an attachment of earnings order and to order realisation and compulsory assignment of all assets, leaving the actual administration to a receiver. The object is to gain the benefit of a temporary composition without the trammels of a public examination, committee of inspection, and all the other things which make bankruptcy cumbersome and expensive, but with the sanctions which the Bankruptcy Act, 1914, contains.

In the High Court, the same basic structure seems desirable, but instalment orders, or rather enforcement of a judgment in parts, need to be considered. There is undoubtedly more need for detailed reform in the High Court—e.g., the necessity for a summons for examination under R.S.C., Ord. 42, r. 32, where no appearance has been entered, seems quite superfluous. Also too many people are concerned with the writ of fi.fa., and, as already indicated, bankruptcy procedure needs some streamlining. To a lesser extent the same applies to the county court.

Creditor's dilemma

Above all, however, it seems desirable to remove the present clear-cut lines between the various methods of enforcing judgment so as to remove the present "heads-I-win, tails-you-lose" prospect which faces the creditor who is about to choose between execution and a judgment summons. Indeed, neither may be any use, for if all the goods are on hire purchase, the debtor may have so many "other commitments" that there is no room for the ordinary creditor.

Attachment of earnings orders have been mentioned. Once the inroad is made, it is hard to resist the temptation to proceed further with the experiment. But it does seem an unreasonable interference with the individual and an unreasonable burden on his employer. Perhaps the answer would be to make it an alternative to commitment, and to give the employer a right to charge both creditor and debtor, say, 10 per cent. each.

However, in conclusion, the most important reform appears to be something which cannot be expressed in a statute—a distinction between business and personal debts.

W. D. P.

Personal Notes

Mr. JOHN ARTHUR LAWRIE, managing clerk to the firm of Knight & Maudsley, solicitors, of Maidenhead, has been presented with a television set to mark his completion of fifty years' service with that firm.

Mr. ERIC LYALL, solicitor, retired from the firm of Slaughter & May, solicitors, of London, E.C.2, on 12th May, 1960.

Practical Conveyancing

NON-REGISTRATION OF LAND CHARGES

WHEN a land charge has become void against a purchaser because it has not been registered, can it be revived as against subsequent purchasers by late registration? This question is often raised but, apparently, there is no direct judicial authority. At first sight the answer may seem to be doubtful but, on principle, it is clear that it is not possible to revive a charge which has become void.

The Land Charges Act, 1925, s. 13 (2), provides that land charges of the main classes are void "as against a purchaser of the land charged therewith, or of any interest in such land, unless the land charge is registered in the appropriate register before the completion of the purchase." There is a proviso that, as respects estate contracts, death duty charges, restrictive covenants, and equitable easements, the subsection only applies in favour of a purchaser of a legal estate for money or money's worth.

It seems that occasionally restrictive covenants, for example, are not registered. The omission does not in any way invalidate the covenants against the covenantor personally. If, however, he conveys a legal estate to a purchaser for money, then the covenants become void against that purchaser. In an attempt to close the door after the horse has bolted, the person in whose favour the covenants were made may then endeavour to register. The argument adopted is that the Act has made the covenants void against the purchaser who acquired prior to registration, but has not stated that they are void against a later purchaser who may take an interest at a date subsequent to that of registration.

Although at first sight this argument may seem attractive, there can be little doubt but that it is mistaken. In the first place a land charge must "be registered in the name of the estate owner whose estate is intended to be affected "(Land Charges Act, 1925, s. 10 (2)). Clearly, registration cannot properly be made against the present estate owner because the statute has said that the covenants are void as against him. On the other hand, it cannot be right to register against the covenantor because he is no longer the estate owner and, in any event, clear searches against his name will normally have been obtained.

Equitable rules

It is suggested that the problem can be solved if equitable rules are applied by analogy. Before 1926 equitable rights were not enforceable against a bona fide purchaser of a legal estate for value without notice. It was well established that a later purchaser claiming through such a purchaser was protected even though the later purchaser took with notice (*Harrison* v. *Forth* (1695), Pre. Ch. 51; *Wilkes* v. *Spooner* [1911] 2 K.B. 473). "Unless this were so, the owner of the equity could, by widely advertising his claim, make it difficult for the purchaser without notice to dispose of the land for the price that he gave for it" (Megarry and Wade, Law of Real Property, 2nd ed., p. 128).

The 1925 legislation largely replaced the rules defining the equitable doctrine of notice by the system of registration and at the same time it extended registration to certain legal, as well as equitable, interests. Thus, unregistered interests may become void even though a purchaser knows of them. Nevertheless, it seems necessary to protect subsequent purchasers against interests which are avoided because they are unregistered just as it was necessary for courts of equity to protect subsequent purchasers with actual notice. A different rule would enable a person who was formerly entitled to a registrable interest to depreciate the value of the property in the hands of the purchaser who acquired before registration, by the relatively simple act of registering. In the case of a puisne mortgage, or of a general equitable charge, this would, in effect, render the mortgage or charge valid against the present estate owner.

Wording of covenants

The writer is not aware of a decision on this point but there seems to be no reasonable doubt. In the case of a restrictive covenant, however, there may be one further consideration. If (as is frequently the case) the covenant was expressed not to be enforceable against the covenantor personally in respect of any breach committed after he has parted with all interest, then immediately the covenant ceases to be enforceable against a purchaser the covenantee loses all his remedies. On the other hand a restrictive covenant may be so worded (and a positive covenant should be so worded) that the covenantee is liable for any future breach. In the ordinary course of events the covenantor will be indemnified by a purchaser from him. Even though the covenant may be void against that purchaser because it has not been registered the covenantor may remain liable to a personal action for damages, in which case it seems that he could, in turn, sue the purchaser under the covenant for indemnity. Thus, as occurs in the case of a positive covenant, independently of registration the obligation may, in practice, be enforceable for an appreciable time. Probably this state of affairs does not occur often as regards restrictive covenants; only a careful examination of the exact wording will show whether it might.

J. GILCHRIST SMITH.

"THE SOLICITORS' JOURNAL," 26th MAY, 1860

SIR JOHN CHARLES BUCKNILL (1817–1897) was a distinguished physician. His son, Thomas Townsend Bucknill (1845–1915), became a Queen's Bench judge in 1899 and founded a legal line which continues to our own time. On the 26th May, 1860, THE SOLICITORS' JOURNAL reviewed "*The Medical Knowledge of Shakespeare* by John Charles Bucknill, M.D. Lond. London: Longman & Co. 1860. Lord Campbell wrote a very interesting and curious book to show the extent of Shakespeare's legal acquirements. Dr. Bucknill now presents the world with a work not less learned and entertaining to prove the immortal dramatist was as good a doctor as lawyer. If a jury were compelled to decide upon the issue raised between Lord Campbell and Dr. Bucknill, we have no doubt they would be sorely puzzled in arriving at a verdict. They would hear, however, very good speeches on both sides, and be surprised to find how much each had to say. The Lord Chancellor's brochure has received extensive circulation among members of the legal profession. Upon the principle of hearing the other side they ought to listen to what Dr. Bucknill has to say. Lovers of Shakespeare will read this book with interest . . ."

Landlord and Tenant Notebook

FORFEITURE: TIME FOR REMEDYING BREACH

"IT is advisable, though not necessary, that the forfeiture notice should specify a reasonable time for the remedying of the breach," runs a statement in one of our best-known text-books. Others are content to say that a time may, but need not, be specified. In my submission, the "advisable" in the first-mentioned work is not well founded.

The Law of Property Act, 1925, s. 146 (1), provides that "a right of re-entry or forfeiture . . . shall not be enforceable . . . unless and until the lessor serves on the lessee a notice (*a*) specifying the particular breach complained of; and (*b*) if the breach is capable of remedy, requiring the lessee to remedy the breach . . . and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy . . ."

The enactment thus requires that the landlord shall call upon the tenant to remedy the remediable breach and that a reasonable time in which to remedy shall elapse before the right of re-entry be enforced. But it does not insist that the landlord's notice shall specify a time, or even mention the circumstance that the tenant has this *locus pœnitentiæ*.

I have not been able to find any authority in which the advisability of specifying a time is urged, but there are, admittedly, decisions in which it appears to have been assumed that the landlord should name a period.

No time specified

In *Hopley* v. *Tarvin Parish Council* (1910), 74 J.P. 209, the defendants had, perhaps rashly, taken a lease of land for the purpose of providing the inhabitants of the parish with allotments, and in June, 1909, the plaintiff, their landlord, served a forfeiture notice complaining of a vast number of breaches of covenant, calling upon the defendants to clean out ditches, to repair hedges and fences, etc. He issued the writ in November, when some few of the defects had been remedied, a vast number not; and the evidence showed that it might take a year or even two years to remedy these. Nevile, J., held that the action was premature. The decision shows that it may be advisable for the landlord to consider, when issuing proceedings, whether a reasonable time has elapsed; but not that he gains anything by forecasting the period when serving the notice. (The landlord might have done better if he had acted on the footing that the breaches were irremediable because not capable of remedy within a reasonable time: see Morris, J.'s judgment in *Egerton* v. *Esplanade Hotels (London), Ltd.* [1947] 2 All E.R. 88; for as it stands, *Hopley* v. *Tarvin Parish Council* invites the strange conclusion that the worse the breach the longer it will take the landlord to re-enter.)

In *Horsey Estate, Ltd.* v. *Steiger* [1899] 2 Q.B. 79 (C.A.), the relevant cause of forfeiture was bankruptcy, and it is difficult to reconcile the statement of facts with what was said in Lord Russell, C.J.'s judgment. According to the former, the defendants were told to remedy the breaches (these included dilapidations, but that part of the claim was dropped) and also that if they failed to remedy them within *a* reasonable time the plaintiffs would re-enter; and the action was brought two days later. According to the learned chief justice: "Further, the statute clearly contemplates that a reasonable interval shall elapse after service of notice and before action." This is unexceptionable. But the judgment proceeds: "Can two days' *notice* be said, in all the circumstances, to be *a reasonable notice*? I think not. On the whole, therefore, I am of opinion that the notice was bad and did not comply with the condition precedent to action within s. 14 of the Act of 1881." In my respectful submission, this passage reads more into the section (now the Law of Property Act, 1925, s. 146) than can be found therein.

Time specified

In *Penton* v. *Barnett* [1898] 1 Q.B. 276 (C.A.), there was a lease with a covenant to repair on three months' notice, a general repairing covenant, and a proviso for re-entry on any breach. On 22nd September, 1896, the plaintiff landlord served the defendant tenant with a notice of which A. L. Smith, L.J., said that it "must be clear" that it was a notice under the Conveyancing Act, 1881—i.e., a forfeiture notice—because it was so headed and claimed compensation. It called upon the defendant to execute repairs within three months. Nothing had been done when the writ was issued on 14th January, 1897, and the point was taken that because a claim for rent up to 25th December, 1896, was included the breach had been waived; this was decided against the tenant because the breach was a recurring one. Little was said about the length of notice, A. L. Smith, L.J., and Collins, L.J., apparently assuming that it was sufficient; but Rigby, L.J.'s: "It cannot be doubted that the time indicated by the notice was a reasonable time, for it is the time specified in one of the covenants to repair contained in the lease" invites the comment "*non sequitur*."

In *Civil Service Co-operative Society, Ltd.* v. *McGrigor's Trustee* [1923] 2 Ch. 347, the plaintiff landlords occasioned, in my submission, some unnecessary trouble by naming a period. They relied on a proviso for re-entry on bankruptcy; on 13th November, 1922, they served the statutory notice, setting out the terms of the lease and of the proviso, the receiving order and the adjudication, and concluding with "Now take notice that upon the expiration of fourteen days from the date of this notice the company intends to enforce the right of re-entry or forfeiture under the proviso . . ." The writ was issued on 28th November. The arguments advanced for the defendant included the point that the notice had been too short those appearing for the plaintiffs also seem to have directed their attention to the fourteen days (and, of course, little more had in fact elapsed); but it may be considered unfortunate that Russell, J., in deciding this point in the plaintiffs' favour, spoke of the fourteen days named in the *notice* as being allegedly an unreasonably short time.

Kent v. *Conniff* [1953] 1 Q.B. 361 (C.A.), was reported because it laid down that the landlord of an agricultural holding may sue, in the courts, for damages for breaches of repairing and good husbandry covenants and is not bound to wait till the tenancy expires and then claim statutory compensation. But for present purposes it is of interest that the action was brought for forfeiture; the notice was served in December, 1950, and required the tenant to remedy the breaches within two months; the writ was, however, not issued till May, 1951; and Slade, J., is reported to have held "that the defendants had been given insufficient time to remedy the breaches." Whether the learned judge referred

to the two months specified in the notice or to the five months since its service is not clear.

Conclusion

There does not, therefore, appear to be any satisfactory judicial authority for the proposition that specification of a reasonable time is advisable. Most forfeiture actions are probably based on dilapidations, and it may be that the practice of naming a period grew up at a time when pre-estimates were more easily made than they are to-day. The weather may have been as uncertain as it is now, but materials and labour were in more steady supply. And while a landlord may perhaps gain a certain amount of credit for having told the tenant what exactly was expected of him, he runs a risk of finding that the demand has proved unreasonable, and may also virtually debar himself from starting an action sooner than he had hoped to be able to do so. What are wanted are two cases: one in which the notice has specified too short a period, but action has not been taken till a reasonable time has elapsed; the other one in which the notice has proved to have been unnecessarily long and the landlord, relying on the words of the subsection, has not awaited its expiry.

R. B.

HERE AND THERE

THE ART OF ADVERTISEMENT

In the north transept of Southwark Cathedral (if I remember rightly) there is an elaborate monument to a deceased physician on which the epitaph in rolling, sonorous eighteenth-century verse nicely blends eulogy of the deceased with fervent recommendation of a pill of which he was the originator. Since that day the professions have lost their grip on the art form which we call advertisement and have let the commercial men have it all their own way. In the Middle Ages the nobility and gentry had a virtual monopoly of advertisement, which then burgeoned and branched in disciplined splendour under the watchful eyes of the pursuivants and heralds. Among the medieval fighting men heraldry, for all the violence of its colours and of its fabulous beasts, gave tone to what would otherwise have been a mere vulgar brawl. Not so with modern commercial advertising; the commercial men have changed all that and have converted advertisement into a most ruthless weapon of their psychological warfare with the consumer, to batter and beat down his sales resistance. They fight him in the streets; they fight him on the beaches; they fight him in the Underground; they fight him in the newspapers and on the television screens; they never let up.

A FASCINATING PROSPECT

Sometimes the weary consumer-to-be feels as though he were being charged and trampled by a herd of wild elephants. But suppose a herd of wild elephants really were charging along the Strand and were suddenly slowed down to the grave processional gait, appropriate to their proximity to the Law Courts, by the notes of the lute of Orpheus or (more realistically) by some retired judge from India or Africa who knew the right word to soothe and control, would not all about Temple Bar breathe a sigh of gratitude and relief? It was with something of that sentiment that on opening the latest number of a well known literary digest we came upon an advertisement altogether reverend and law-breathing, a coat of arms at the foot, a discreetly commanding portrait at the head. Under the title "A Fascinating Profession" the President of The Law Society was dispelling vulgar popular illusions about the nature of solicitors. They are not musty; they are not dull; they must be prepared to advise all sorts of people on all sorts of topics which have little to do with the law. So they must have wide knowledge constantly refreshed. And what better way for a solicitor to keep himself well informed about a great variety of important subjects than by reading this digest? All solicitors will surely be glad that their titular head has spoken for them a word which they could not have spoken for themselves. The few musty survivors of a past age will have learnt a pleasant and easy method of demusting themselves. The present generation of solicitors in their gleaming new offices furnished in the latest contemporary style discreetly provided with every modern electronic device, staffed with brilliant and lovely secretaries, the envy of the mere tycoons on other floors, will certainly make a point of keeping on the discriminatingly filled shelves of their libraries a set of the digest tastefully bound to match the Cocteaus beside it. In it they will find how to write a letter of condolence (an essential knack for a many-clienteed solicitor). Or, for something more complex, if a client, a doctor, travelling up the Nile in a motor-towed caravan in search of monkeys for the new polio vaccines, falls in with an ex-commissar, who fled from Kerala on the victory of the anti-Communists, and earns his gratitude by operating on his gall bladder, so that he learns from him the secret of how the Russians have a plan to blockade America with icebergs while maintaining a façade of "peaceful co-existence," five minutes reading in the digest will put the solicitor *au courant* with the whole background of the matter.

THE FUTURE?

It is time the legal profession discreetly weaned the art of advertisement away from fatal subservience to the men of mere business. Hitherto the only lawyer who has been permitted to blow his own trumpet (or have it blown for him) is the judge of assize. Naturally one does not look forward to a day when a firm of solicitors will boldly proclaim in neon lights: "You want the best writs; we have them," nor when leading silks will go on television to recommend a Bond Street coiffeur for his reconditioning of wigs, or praise rival detergents for the whitening of their bands, but surely, say, the Chairman of the Bar Council in a representative capacity could reassure an eager public of the continued learning and literacy of his brethren, without waiting, like the Southwark physician, for the poetic licence of an epitaph. Anyhow, he has an eminent example.

Richard Roe.

Wills and Bequests

Mr. G. A. Dawson, solicitor, of Liverpool, left £65,081 net.

Mr. K. C. Horton, solicitor, of Nottingham, left £59,112 net.

Mr. E. W. Stephens, solicitor, of Chatham, left £56,472 net.

Mr. S. C. Warden, solicitor, of Stratford-on-Avon, left £112,487.

NOTES OF CASES

The Notes of Cases in this issue are published by arrangement with the Council of Law Reporting, and, in general, full reports will be found in the Weekly Law Reports. Where possible the appropriate page reference is given at the end of the note.

Court of Appeal

SALE OF GOODS: C.I.F.: CLOSURE OF SUEZ CANAL: FRUSTRATION

Tsakiroglou & Co., Ltd. *v.* Noblee Thorl G.m.b.H.
Albert D. Gaon & Co. *v.* Société Inter-Professionelle des Oléagineux Fluides Alimentaires

Sellers, Ormerod and Harman, L.JJ. 28th March, 1960

Appeals from Diplock, J., and Ashworth, J. ([1959] 2 W.L.R. 179; 103 Sol. J. 112; [1959] 3 W.L.R. 622; 103 Sol. J. 601).

By a written contract dated 4th October, 1956, sellers in the first appeal agreed to sell to buyers Sudanese ground-nuts for shipment c.i.f. Hamburg during November/December, 1956. On 2nd November, the Suez Canal was closed to navigation, but the goods could have been shipped round the Cape of Good Hope. The alternative route round the Cape of Good Hope was more than four times as long, and freightage by this route far more costly. The sellers failed to ship the goods, and in arbitration proceedings, the umpire held that the sellers were in default and the appeal board upheld the umpire's award. Diplock, J., held himself bound by the finding of the appeal board that "the performance of the contract by shipping the goods on a vessel routed via the Cape of Good Hope was not commercially or fundamentally different from its being performed by shipping the goods on a vessel routed via the Suez Canal." By a written contract dated 12th October, 1956, sellers in the second appeal agreed to sell to buyers Sudanese ground-nuts for shipment c.i.f. Nice during October/November, 1956. By a second written contract dated 31st October, 1956, sellers agreed to sell to buyers Sudanese ground-nuts for shipment c.i.f. Marseilles during November, 1956. The sellers similarly failed to ship the goods owing to the closure of the Suez Canal; and in arbitration proceedings they were held in default by the umpire, who was upheld by the appeal board. Ashworth, J., held that a c.i.f. contract was not frustrated *ipso facto* if the usual or customary route was rendered impossible; and that the voyage round the Cape of Good Hope was not such as to render performance by that route a thing radically different from that which was undertaken by the contract.

Sellers, L.J., said that when the Suez route became unusable the sellers' duty was to put the goods on a vessel destined for the required port by a reasonable and practicable route if that were available, and the only difference in the route via the Cape would have been the increased freight charges, which it was conceded were the sellers' burden. There were no adequate grounds to imply into the contracts any such terms as "via the Suez Canal," as contended by the sellers. His lordship thought that the answer was that the changed circumstances gave rise to a change in their performance of the contracts by the sellers, but it was not so fundamental a change that it could be said to be commercially different or of such a character that the parties at the time of the making of the contract, if they had considered the position, would have said with one voice that in those circumstances their bargain would be at an end. He regretted that this was contary to the view taken by McNair, J., in similar circumstances in *Carapanayoti & Co., Ltd.* v. *E. T. Green, Ltd.* [1959] 1 Q.B. 131.

Ormerod, L.J., concurring, said that the proper implication was that the goods should be sent by the alternative route provided that performance by that route would not "render it a thing radically different from that which was undertaken by the contract" as laid down by Lord Radcliffe in *Davis Contractors, Ltd.* v. *Fareham Urban District Council* [1956] A.C. 696. He came to the conclusion that performance via the Cape was not such a "radically different" thing.

Harman, L.J., also concurring, said that the finding of the arbitration tribunal in the first case that the contract was not commercially impossible was not binding on Diplock, J. At its highest it was a finding of a secondary fact and, as such, it was open to review by the court.

Appearances: *Eustace Roskill*, Q.C., and *R. A. MacCrindle* (*Richards, Butler & Co.*); *John Megaw*, Q.C., and *J. F. Donaldson* (*Bernard Samuel Berrick & Co.*); *Sir David Cairns*, Q.C., and *S. O. Olson* (*Rowe & Maw*).

[Reported by Mrs. Irene G. R. Moses, Barrister-at-Law] [2 W.L.R. 886

RATING: OCCUPATION: GOLF COURSES

Peak (Valuation Officer) *v.* Burley Golf Club
Harding (Valuation Officer) *v.* Bramshaw Golf Club, Ltd.

Lord Evershed, M.R., Pearce and Harman, L.JJ.

31st March, 1960

Appeals from the Lands Tribunal.

Pursuant to licences duly granted by the Forestry Commissioners under their statutory powers, in the one case to a members' golf club and in the other to a limited company, two golf courses had been constructed and maintained in the New Forest. The licences were granted without prejudice to the rights of the commoners of the New Forest. Further, it appeared from the facts found by the Lands Tribunal that the public were accustomed to wander at will through the unenclosed portions of the New Forest, and whatever was the legal nature of the public's rights, they were exercised over the golf courses where people came to picnic and park caravans. It also appeared that on occasion members of the public played over the golf courses without payment of green fees and had not been stopped. The boundaries of one of the courses were shown on a plan on the licence. The boundaries of the other course were not defined. The Lands Tribunal, reversing the decision of the local valuation court, held that the two golf clubs were in rateable occupation of their respective golf courses. The two clubs appealed.

Harman, L.J., delivering the first judgment, said that the tribunal was not justified in its statement at the end of the decision that each of the clubs had by virtue of its licence "an exclusive right to construct these golf courses and to play golf on them." There was no exclusive right, as was shown expressly in one case and impliedly in the other by the fact that the commoners as of right still had the right of pasture over the course and could not be excluded. Moreover, he saw nothing in either licence to justify the exclusion of the public. In his judgment, it did not appear that either of these appellants had a rateable occupation of its golf course within the test laid down by Tucker, L.J., in *John Laing & Son* v. *Kingswood Assessment Committee* [1949] 1 K.B. 344, at p. 350. There was the additional element in the *Bramshaw* case that he could not find any rateable hereditament defined; he would have thought that before levying a rate one must be able to say what the hereditament was on which one was to levy. That element was not present in the other case but, none the less, he thought that the two were *in pari materia*, and he would allow both these appeals.

Pearce, L.J., and Lord Evershed, M.R., delivered concurring judgments. Appeals allowed.

Appearances: *Ramsay Willis*, Q.C., and *Frank Whitworth* (*Mawby, Barrie & Letts*, for *Bell, Pope & Bridgwater*, Southampton); *Maurice Lyell*, Q.C., and *Raymond Phillips* (*Solicitor of Inland Revenue*).

[Reported by J. A. Griffiths, Esq., Barrister-at-Law] [1 W.L.R. 568

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(*continued on p. xiv*)

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DAMAGES: PERSONAL INJURIES: LUMP SUM DISABLEMENT GRATUITY: AMOUNT TO BE DEDUCTED FROM LOSS OF EARNINGS

Hultquist *v.* Universal Pattern and Precision Engineering Co., Ltd.

Sellers, Ormerod and Upjohn, L.JJ. 1st April, 1960

Appeal from Finnemore, J.

The plaintiff, a machine operator, was injured owing to breach by his employers of their duty under s. 14 (1) of the Factories Act, 1937. Thirteen weeks after the injury, the degree of his disability was assessed under s. 12 of the National Insurance (Industrial Injuries) Act, 1946, and the regulations made thereunder, at 14 per cent. "for life," and he received a lump sum gratuity of £210. He was then aged thirty-six and his expectation of life agreed at thirty-five years. In an action by the plaintiff against his employers the judge awarded him £550 as general damages; but he deducted from the agreed special damage, on his construction of s. 2 (1) of the Law Reform (Personal Injuries) Act, 1948, one-half of the lump sum disablement gratuity. Section 2 (6), which provides that: "For the purposes of this section . . . (*c*) an industrial disablement gratuity shall be treated as benefit for the period taken into account by the assessment of the extent of the disablement in respect of which it is payable," was not cited nor referred to by the judge. The plaintiff appealed.

SELLERS, L.J., said that there had been a conflict of judicial opinion [at first instance] as to the proper deduction to be made under s. 2 (1), but if subs. (6) (*c*) had been read there might well have been unanimity among the judges. In his lordship's view, on a consideration of the relevant statutory provisions and in particular s. 12 (5) of the National Insurance (Industrial Injuries) Act, 1946, which required an assessment to state not only the degree of disablement in the form of a percentage (in this case 14 per cent.), but also to specify the period taken into account thereby (in this case life), the result was that where under s. 2 (1) of the 1948 Act there had to be taken into account against any loss of earnings or profits of the injured person one-half of the value of any rights which had accrued, or probably would accrue to him therefrom in respect of industrial disablement benefit for the five years beginning with the time when the cause of action accrued, the amount of the disablement gratuity to be so taken into account should be half of such proportion of the gratuity as the five-year period (or the unexpired portion thereof) bore to the injured person's expectation of life, if the gratuity was for life, or to any less period specified for the duration of the gratuity. The words "shall be taken into account" in s. 2 (1) meant "shall be deducted" when the benefits had been assessed and so were ascertainable; but where the court had to assess the value of any rights which "probably will accrue there could be no accurate assessment possible, and the court would then take them into account by way of an estimated allowance. The appeal should be allowed on this point.

ORMEROD, L.J., agreed.

UPJOHN, L.J., also concurring, said that it was clear to him that the "period taken into account" was in this case a period for life and it followed that half the gratuity in question, namely, the sum of £105, must be taken as spread over the period of the life of the appellant. Under s. 2 (1) no precise or exact calculations were intended to be made; and a judge would determine the figures to be taken into account on the evidence before him, and if no evidence were available would make a rough and ready assessment of the proper proportion to be taken into account.

Appeal allowed. Leave to appeal refused.

APPEARANCES: *Rose Heilbron*, Q.C., and *John Stocker* (*W. H. Thompson*); *Fenton Atkinson*, Q.C., and *H. Tudor Evans* (*Carpenters*).

[Reported by Miss M. M. HILL, Barrister-at-Law] [2 W.L.R. 886

Chancery Division

LANDLORD AND TENANT: NON-SERVICE OF ORIGINATING SUMMONS FOR NEW TENANCY UNDER 1954 ACT: WHETHER LANDLORDS ENTITLED TO BE HEARD

Pike *v.* Michael Nairn & Co., Ltd.

Cross, J. 7th April, 1960

Procedure summons.

Tenants took out an originating summons, to which they made their landlords respondents, asking for a new tenancy of the demised premises under Pt. II of the Landlord and Tenant Act, 1954. The summons stated that the landlords had given notice purporting to determine the tenancy on 24th June, 1959, and saying that they would oppose any application to the court for the grant of a new tenancy on the ground that they intended to demolish the premises or a substantial part thereof. The tenants did not serve the summons on the landlords at all, but themselves, on 6th May, attended before the master and sought and obtained an order that the summons stand over generally with liberty to restore. By chance a representative of the landlords' solicitors was present and heard the order made. The tenants never applied to restore the summons and on 24th February, 1960, the landlords took out a summons asking that the tenants' originating summons be dismissed for want of prosecution. The tenants contended that the landlords, not having been served with the originating summons, had no *locus standi* and could not be heard unless and until the tenants chose to serve it on them.

CROSS, J., reading his judgment, said that the applicants' submission was unfounded. A defendant had always been able to waive service and enter an appearance to a writ as soon as he heard that it had been issued against him; an originating summons was strictly analogous to a writ and there was no reason why a defendant or a respondent to an originating summons should not waive service and enter an appearance. The respondents had not in fact entered an appearance but R.S.C., Ord. 53D, r. 5, provided that they need not do so. They could, therefore, claim to be heard on the summons. The summons would be sent back to the master with directions to him to hear it after giving each side an opportunity to file evidence. His lordship then referred to the Report of the Committee on Chancery Chambers and the Chancery Registrar's Office, paras. 68 and 72, and said that the case illustrated the urgent need of reform of the existing procedure in cases under Pt. II of the 1954 Act. Where applicants obtained a return day and appeared before the master on it, and the respondents did not appear, in order to prevent abuse, masters should inquire whether the summons had been served, and, if not, direct service, unless they were satisfied that the respondents knew of its issue and consented to its standing over. Order accordingly.

APPEARANCES: *G. Avgherinos* (*Dodsworth & Co.*); *R. E. Megarry*, Q.C., and *Leslie Joseph* (*Clintons*).

[Reported by Miss J. F. LAMB, Barrister-at-Law] [2 W.L.R. 897

Queen's Bench Division

DAMAGES: PERSONAL INJURIES: LIFE SHORTENED: LOSS OF EARNINGS

Pope *v.* D. Murphy & Son, Ltd.

Streatfeild, J. 1st July, 1959

Action.

On 1st January, 1956, the plaintiff, Ivor Pope, was driving a motor-car on the road between Newport and Chepstow when a motor vehicle, owned by the defendants and driven by a man named Francis, crashed head-on into the plaintiff's car. As a result the plaintiff suffered severe injuries and his expectation of life was shortened. In an action for damages

for personal injuries the plaintiff sued to recover, *inter alia*, loss of future earnings. At the trial the defendants contended, on the authority of *Harris* v. *Brights Asphalt Contractors, Ltd.* [1953] 1 Q.B. 617, that damages for loss of future earnings could only be awarded for the period of life which was left to the plaintiff as a result of the accident, and that he was not entitled to recover damages in respect of loss of wages which he would have earned during his natural life had it not been shortened by the accident.

STREATFEILD, J., said that his attention had been drawn particularly to the judgment of Slade, J., in *Harris* v. *Brights Asphalt Contractors, Ltd.* [1953] 1 Q.B. 617. In that case Slade, J., deciding this matter, had come to the conclusion, for the reasons which he set out, that damages for prospective loss of earnings could only be based upon the expectation of life which was left to the man as a result of the particular injuries. Counsel had relied upon that case and he had submitted, quite rightly, that the court did not compensate a dead man, and his lordship agreed that it did not. What his lordship was here doing was to compensate a live man for what he had now lost. The question was what had he lost? Had he lost whatever was his normal expectation of life, possibly twenty years, or was he only entitled to it over five or ten years? The decision of Slade, J., being at *nisi prius*, was not, of course, binding upon his lordship. Having regard to the criticisms of Slade, J.'s judgment in *Harris* v. *Brights Asphalt Contractors, Ltd.*, set out in Kemp and Kemp on Damages, at p. 91, his lordship had come to the conclusion, with great regret, that he could not find himself on principle in agreement with Slade, J. In his lordship's view the proper approach to the question of loss of earning capacity was to compensate the plaintiff, who was alive now, for what he had in fact lost. What he had lost was the prospect of earning whatever it was he did earn from his business over the period of time that he might otherwise, apart from the accident, have reasonably expected to earn it. For that reason, therefore, his lordship did not think that it was right to say that the plaintiff's measure of damage could only be spread over a matter of five years or possibly a little more. His lordship thought that, apart from the accident and again, of course, subject to the ordinary changes and chances of life, the plaintiff was entitled to claim damages over his normal expectation of life. If his lordship were to hold otherwise, he felt very strongly that he would be giving the tortfeasor here, the defendant, the benefit of his own wrong, and that his lordship declined to do. For the loss of earning capacity over the period of time that the plaintiff otherwise might reasonably have expected to earn, the sum of £5,000 would be awarded as damages.

APPEARANCES: *N. R. Fox-Andrews*, Q.C., and *F. Cyril Williams* (*Wansbroughs, Robinson, Tayler & Tayler*, Bristol); *D. P. Croom-Johnson*, Q.C., and *J. Rutter* (*Cartwright, Taylor & Corpe*, Bristol, for *S. Garelick & Co.*, Cardiff).

[Reported by A. D. RAWLEY, Esq., Barrister-at-Law] **[2 W.L.R. 861**

Probate, Divorce and Admiralty Division

DIVORCE: PRACTICE: PLEADING: AMENDMENT AT TRIAL AFTER DISCRETION STATEMENT PUT IN EVIDENCE: COSTS

Long *v.* Long

Karminski, J. 10th March, 1960

Defended petition.

A husband filed a petition seeking the dissolution of his marriage, in the exercise of the court's discretion, on the ground of the wife's desertion. The wife, by her answer, charged the husband with cruelty, desertion and adultery, and cross-prayed for the dissolution of the marriage on those grounds. The adultery alleged occurred before 1951, at which date the parties ceased to cohabit, and was alleged by the husband, in his reply, to have been condoned. Although some two years elapsed between the institution of the proceedings and the hearing of the suit no inquiries were made by the wife's solicitors as to the contents of the husband's discretion statement. During the course of the hearing the husband put in evidence his discretion statement, which disclosed adultery subsequent to the separation. On an application by counsel for the wife leave was granted to amend her answer to include a charge based on the further adultery. She did not proceed with her charges of cruelty and desertion. At the conclusion of the hearing Karminski, J., rejected the prayer of the petition and granted the wife a decree nisi on the ground of the husband's admitted adultery, holding that the pre-separation adultery, although condoned, had been revived by the post-separation adultery. On the question of costs it was argued that the wife's solicitors should have made inquiries as to the contents of the husband's discretion statement in accordance with the practice laid down in *Clear* v. *Clear* [1958] 1 W.L.R. 467, and in view of their failure to do so the wife ought to be made liable for the costs incurred by the amendment being made at such a late stage.

KARMINSKI, J., said that the wife had no knowledge of the subsequent adultery admitted by the husband until he swore to his discretion statement; nor was it suggested that she had any means of finding out, nor that she was in any way put on inquiry by suspicious circumstances, or by any information as to the possibility of an adulterous association between the husband and any other woman since 1951. Looking at the reply, the advisers to the wife might well have been confirmed in their view that the prayer for discretion related only to the known adultery in 1951; and for this reason, that, if that adultery had been condoned, as pleaded, by the wife cohabiting with her husband then it would require some other matrimonial offence to revive it. But the inference to be drawn from the reply was that the husband had not, by his conduct, been guilty of any other matrimonial offence sufficient to revive the condoned adultery. On the pleadings, therefore, any careful solicitor would be put off his guard or relieved from the duty of making further inquiries and that was what happened here. He could not see that the wife or her advisers could have, or should have, made those inquiries from the other side. That being so, he saw no reason to abate the full order for costs, and he condemned the husband in the costs of those proceedings.

APPEARANCES: *Leonard Pearl* (*Walford & Co.*); *Keith McHale* (*Beach & Beach*).

[Reported by Miss ELAINE JONES, Barrister-at-Law] **[1 W.L.R. 546**

REVIEW

Preston and Newsom's Restrictive Covenants Affecting Freehold Land. Third Edition. By G. H. NEWSOM, Q.C., of Lincoln's Inn. pp. xxix and (with Index) 278. 1960. London: Sweet & Maxwell, Ltd. £3 3s. net.

The preface to this edition mentions the great increase in the number of applications to the Lands Tribunal for the discharge or modification of restrictions, and to the court for declarations that restrictions are unenforceable. This reference explains the main changes in the text, many of which have been rendered possible by the publication of decisions of the Lands Tribunal in the Planning and Compensation Reports.

The author's approach to the subject and his selection of the material are likely to be of unusually great assistance to solicitors. For example, it would be wise before advising persons who wished to oppose an application for discharge or modification of covenants to read the author's comments (pp. 222 et seq.) as to the persons who have a standing in the proceedings and, particularly, as to the effect of the decision of the Court of Appeal in *Spruit* v. *John Smith's Tadcaster Brewery, Ltd.* (1957), 9 P.C.R. 24.

Notwithstanding this emphasis on discharge and modification, it is only fair to draw attention to the very useful chapters on other topics. That on drafting contains much useful advice and many of the explanations of the interpretation of particular covenants are very helpful for quick reference.

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Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG. 0123/4.
Enfield and North London.—CAMPION & DICKINS, Surveyors, Valuers, etc., 28 Little Park Gardens, Enfield. Enfield 1224/5.
Harrow.—CORBETT ALTMAN & CO., A.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 40 College Road, Harrow. Tel. Harrow 6222. Also Rating, Compensation and Planning Surveyors.
Harrow.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, 7 College Road, Harrow. Tel. Harrow 5216. And at Sudbury, Wembley, North Harrow and Moor Park, Northwood.
Harrow.—P. N. DEWE & CO. See "London Suburbs" Section. Established 1925.

MIDDLESEX (*continued*)

Harrow.—WARNER & CO. (T. A. Warner, F.A.L.P.A.), Surveys, Valuations, etc., Specialists in Urban Estate Management, 51 Station Road, North Harrow. Tel. Harrow 9636/7/8.
Harrow.—G. J. HERSEY AND PARTNER, Chartered Auctioneers and Surveyors, Rating and Factory Valuers, 44 College Road, Harrow, Middlesex. Tel. HARrow 7484; 368 Bank Chambers, 329 High Holborn, W.C.1.
Harrow.—Messrs. JOHN SEARCY (J. H. Searcy, M.Inst.R.E., F.A.I., Chartered Auctioneer and Estate Agent; J. Gray, F.A.L.P.A., Incorporated Auctioneer and Estate Agent), 21 College Road, Harrow. Tel. Harrow 9323-4. Adjoining Harrow-on-the-Hill Metro Station.
Harrow and District.—BARR & MEAD (C. Grainger, F.A.L.P.A., M.R.San.I.), 202 Northolt Road, S. Harrow. (Tel. Byron 1023 (5 lines)), and 15 College Road, Harrow (Tel. Harrow 5178 (3 lines)). Also at Ruislip and Pinner.
Hayes.—KEVIN & FIELD, LTD. (Lister S. Camps, F.F.S., F.V.I., M.R.S.H.), Grange Chambers, Uxbridge Road. Tel. Hayes 3691/2.
Hounslow.—ROPER, SON & CHAPMAN, Auctioneers, Surveyors, etc., 162 High Street. Tel. HOU 1184.
Moor Park and Northwood.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, MOOR PARK ESTATE OFFICE, Moor Park Station, Northwood. Tel. Northwood (NH2) 4131. And at Harrow, North Harrow and Sudbury, Wembley.
Northwood.—GILBERT LUCK, F.A.L.P.A., Surveyors and Valuers, 58 Green Lane, Northwood. Tel. 2352/3/4, and 111 Pinner Road, Northwood Hills.
Northwood and Pinner.—MANDLEY & SPARROW, Auctioneers, Valuers, etc., 25 Maxwell Road, Northwood. Tel. 3295/6. And branches in Hertfordshire.
Northwood and Pinner.—SWANNELL & SLY, 3 Maxwell Road, Northwood. Tel. 19. Valuers, Auctioneers, etc.
Pinner and District.—BARR & MEAD (C. Grainger, F.A.L.P.A., M.R.San.I.), 2 High Street, Pinner. PINner 7727 and 7800. Also at South Harrow, Harrow and Ruislip.
Pinner (Hatch End).—BRODIE, MARSHALL & CO., Auctioneers, Valuers and Estate Agents, 339 Uxbridge Road, Hatch End. Telephone Hatch End 2238 and 2239.
Ruislip and District.—BARR & MEAD (C. Grainger, F.A.L.P.A., M.R.San.I.), 108 High Street, Ruislip. Tel. Ruislip 2215 and 4583. Also at South Harrow, Harrow and Pinner.
Ruislip, Ickenham and District.—JOHN MEACOCK AND CO., 123/125 High Street, Ruislip. Tel. Ruislip 3072/3/4. And opposite the Church, Ickenham. Tel. Ruislip 5526 and 9824.
Southall and Greenford.—AUSTIN FARR & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 11 South Road, Southall. SOU 6555 (4 lines). 45 The Broadway, Greenford. WAX 4642/4438.
Stanmore.—SYDNEY WARD, LTD. (W. C. Wedgewood, F.V.I.), 41 Church Road, Stanmore. Tel. GRImsdyke 120.
Wembley Park.—LLOYDS (Principal D. J. Westmore, F.R.I.C.S., M.R.San.I.), Chartered Surveyors, Auctioneers and Valuers, 13 Bridge Road, Tel. Arnold 1123/4.
West Drayton and Yiewsley.—R. WHITLEY & CO., Chartered Auctioneers and Estate Agents, 40 Station Road. Tel. W. Drayton 2185.

NORFOLK

Cromer.—R. J. WORTLEY, F.R.I.C.S., Chartered Surveyor, etc., 15 Church Street. Tel. Cromer 2069.
Norwich.—ALDRIDGE & PARTNERS, 22 Surrey Street, Surveyors and Estate Agents. Tel. Norwich 28517/8.
Norwich.—CLOWES, NASH & THURGAR, Est. 1848 (H. M. Thurgar, F.A.I., R. F. Hill, F.A.L.P.A., C. M. Thurgar, A.A.I.), 6 Tombland. Tel. 27261/2.
Norwich.—J. E. TAYLOR, F.A.L.P.A., Auctioneer and Estate Agent, 25 Tombland. Tel. 26638.
Norwich and East Anglia.—K. H. FIELDING & SON (J. L. Fielding, F.R.I.C.S., F.A.I.), Chartered Surveyors, etc., 1 Upper King Street, Norwich. Tel. 22980.
West Norfolk.—CRUSO & WILKIN, Chartered Auctioneers and Estate Agents, 27 Tuesday Market Place, King's Lynn. Tel. King's Lynn 3111/2.

NORTHAMPTONSHIRE

Northampton and Daventry.—MERRY, SONS & CO., LTD., Auctioneers, Valuers and Estate Agents, 9 Fish Street, Northampton. Tel. 136. 33 Sheaf Street, Daventry. Tel 336.
Northampton and District.—WOODS & CO., F.A.I., Chartered Auctioneers and Estate Agents, Valuers, 18 Castilian Street, Northampton. Tel. 3300/1. Established 85 years.
Peterborough and District.—DAKING & DAKING. Est. 1887. Auctioneers, Valuers, Surveyors and Estate Agents, Broadway, Peterborough. Tel. 5245/6.
Peterborough and District.—FOX & VERGETTE, Auctioneers, Valuers, Surveyors and Estate Agents, 16 Priestgate. Tel. 4261/2. Est. over 150 years.
Peterborough and East Northants.—NORMAN WRIGHT, Chartered Surveyor, Chartered Auctioneer and Estate Agent, 26 Priestgate, Peterborough. Tel. 5695/6.

NORTHUMBERLAND

Newcastle upon Tyne, covering the North.—HINDMARSH, HEPPELL & BOURN (Est. 1862), Chartered Auctioneers and Estate Agents, Surveyors, 61 Westgate Road, Newcastle upon Tyne. And at Wallsend-on-Tyne.

NORTHUMBERLAND AND DURHAM

HINDMARSH & PARTNERS, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 49 Park View, Whitley Bay (Tel. 23351/2), 107 Northumberland St., Newcastle (Tel. 610081 (4 lines)). And at Gateshead and Alnwick.
Newcastle.—DAVID A. LARMOUR & SON, F.R.I.C.S., F.A.I., Saville Row. Tel. Newcastle 20727/8.
WALLHEAD GRAY & COATES, Chartered Auctioneers, and Estate Agents, Surveyors and Valuers, 84 Pilgrim Street, Newcastle. (Tel. 27471/2.) 75 West Street, Gateshead. (Tel. 72197.) 7 Priestpopple, Hexham. (Tel. 302.) 26 Frederick Street, Sunderland. (Tel. 2544.)

NOTTINGHAMSHIRE

Newark.—EDWARD BAILEY & SON, F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 7 Kirkgate, Newark. Tel. 39.
Nottingham.—ROBERT CLARKE & CO., Chartered Surveyors and Rating Valuers, Oxford Street. Tel. 42534/5.
Nottingham.—WALKER, WALTON & HANSON, Chartered Surveyors and Valuers, Chartered Auctioneers and Estate Agents, Byard Lane. Est. 1841. Tel. Nottingham 54272 (7 lines).
Retford.—HENRY SPENCER & SONS, Auctioneers, 20 The Square, Retford, Notts. Tel. 531/2. And at 4 Paradise Street, Sheffield. Tel. 25206. And 91 Bridge Street, Worksop. Tel. 2654.

OXFORDSHIRE

Bicester, Thame and Oxford.—E. P. MESSENGER & SON Chartered Surveyors, Auctioneers, Valuers, etc. Thame 263/4; Bicester 10; and Oxford 47281.
Oxford and District.—BUCKELL & BALLARD. Est. 1887. R. B. Ballard, F.A.L.P.A., H. I. F. Ryan, F.R.I.C.S., F.A.I., H. S. Ballard, A.R.I.C.S., F.A.I., 58 Cornmarket Street, Oxford. Tel. 44151, and at Wallingford, Berks. Tel. 3205.
Oxford, Banbury and surrounding districts.—E. J. BROOKS & SON, F.A.I. (Established 1840), Chartered Auctioneers and Estate Agents, Surveyors and Valuers, "Gloucester House," Beaumont Street, Oxford. (Tel. 4535/6), and 54 Broad Street, Banbury (Tel. 2670).
Thame and District.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 60 North Street. Tel. 288.

SHROPSHIRE

Craven Arms.—JACKSON & McCARTNEY, Chartered Auctioneers, Valuers and Estate Agents. Tel. 2185.
Shrewsbury.—HALL, WATERIDGE & OWEN, LTD., Chartered Auctioneers, Valuers and Estate Agents. Tel. 2081.
Shrewsbury and South Shropshire.—DEAKIN & COTTERILL, 8 Wyle Cop, Shrewsbury, Auctioneers, Estate Agents and Valuers. Tel. 5306 and 2313. And at Church Stretton.
Wellington.—BARBER & SON, Auctioneers, Valuers, Surveyors and Estate Agents, 1 Church Street. Tel. 27 and 444 Wellington.
Whitchurch.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 15 Watergate Street, Whitchurch. Tel. 62.

SOMERSET

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department, New Bond Street Chambers, 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.
Bath and District.—Estate Agents, Auctioneers and Valuers. Valuations for Probate, Mortgage, etc. HALLETT & CO., 3 Wood Street, Queen Square, Bath. Tel. 3779 and 2118.
Bath and District.—JOLLY & SON, LTD. (Est. 1825.) Estate Agents and Valuers, Funeral Directors. Probate Valuers, Chattell Auction Rooms, Milsom Street, Bath. (Tel. 3201.)
Bath, Bristol and Districts.—LOUIS POWELL & CO., Incorporated Auctioneers, Estate Agents and Valuers, 1 Princes Buildings, Bath. Tel. 2127.
Bath and the West.—CRISP'S ESTATE AGENCY (C. Cowley, F.V.I., Incorporated Surveyor and Valuer, J. L. Cowley, A.A.I., Chartered Auctioneer and Estate Agent) (Est. 1879). Abbey Chambers, York Street, Bath Tel. 3606 and 61706.
Crewkerne—25 miles radius.—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 546.
Taunton and District.—C. R. MORRIS, SONS AND PEARD, Land Agents, Surveyors, Valuers, Auctioneers 6a Hammet Street. Tel. 2546. North Curry. Tel. 319.

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THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

ANNUAL REPORT

The seventy-first annual general meeting of the Society was held at Oyez House, Breams Buildings, Fetter Lane, on Tuesday, 24th May, when Mr. K. D. Cole was in the chair.

The chairman's statement circulated with the report and accounts said :—

"The report which I have to submit to you is a very satisfactory one and reflects the results of the substantial development which has been carried out in the last three years. The full benefit of the occupation of Oyez House, the management reorganisation carried out in 1957, the annual saving resulting from the adoption of new accountancy methods, the cumulative effect of improved methods and equipment and the sales promotion efforts I referred to last year have all contributed to the new records both in sales and in profits.

Profit and dividend.—The higher profit has enabled the directors to recommend a final dividend of 12 per cent. less tax, making 16 per cent. for the year, against 12 per cent. for 1958, and at the same time add substantially to our reserves.

Capital position.—Since the last issue of capital for cash in 1951, the sales have nearly doubled and substantial additions have been made not only to freehold premises but also to machinery, plant and type and to furniture, fittings and motor vehicles. Apart from the loan obtained from the Legal and General Assurance Society, Ltd., to meet part of the cost of rebuilding Oyez House, these additions have been financed from our own resources. While no major capital expenditure is contemplated in the immediate future, our cash resources are at a lower level than is desirable if we are to take full advantage of the opportunities for expansion. Your directors have this matter under review and it may be that an issue of capital for cash will be made before long.

Prices.—For some years we have increased our prices only where it could not be avoided. With the willing co-operation of our employees, a high proportion of the increase in printing costs arising from higher wages and reduced hours which resulted from last year's agreements has been offset by savings. The policy of absorbing increased costs whenever possible will be continued.

Printing dispute.—We were fortunately able to continue almost normal production during the period of the regrettable printing dispute, but we in no way used our position to take on work which would not otherwise have come to us.

Printing production.—The new printing works erected at Bootle last year mainly to serve the Liverpool and Manchester areas was brought into production in the latter part of the year. Its capacity is gradually being increased and is already above those of the Liverpool and Manchester works which it replaced. At our works in London, Birmingham and Glasgow, we are continuing our policy of increasing our facilities to enable us to meet the pressure of demand.

Oyez House.—Although the occupation of Oyez House was only completed in the middle of 1958, we are already badly in need of additional space. We are accordingly negotiating for the lease of 11/13 Norwich Street, a building immediately opposite the north entrance, and this will enable us to provide room for expansion.

Copying departments.—During the year we have considerably improved the accommodation in which certain of our copying departments are housed and further steps in this direction are being taken this year. As a result, our capacity for copying work of all kinds is being steadily increased.

Office furniture and equipment.—The showroom provided in Oyez House has brought increased sales of office furniture and equipment, and towards the end of last year we opened a further showroom on a modest scale at our premises in John Dalton Street, Manchester. Arrangements will be made as opportunity arises for the display of a limited range of furniture at most of our other stationery departments. We are now able to undertake the complete furnishing and equipping of professional offices anywhere in the country. Increased sales of photocopying equipment, paper and chemicals contributed very usefully to the improved results.

Staff.—The satisfactory result could not have been achieved without the hard work and enthusiasm of the staff, who have worked and are still working cheerfully under great pressure. As always, we owe a great debt of gratitude to Mr. Holroyde for the way in which he has carried his heavy responsibilities. This year I should also like to refer particularly to Mr. Aldworth, whom we have now appointed General Manager in recognition of the part he has played as the managing director's right-hand man.

The current year.—Our sales during the first three months of this year show an increase of more than 30 per cent. over those for the corresponding period last year and we look forward with confidence to another year of expansion in all departments."

IN WESTMINSTER AND WHITEHALL

HOUSE OF LORDS

PROGRESS OF BILLS

Read First Time:—

Corporate Bodies' Contracts Bill [H.C.] [17th May.

Dock Workers (Pensions) Bill [H.C.] [18th May.

Education (Amendment) Bill [H.L.] [17th May.

To further amend section thirteen of the Education Act, 1944, and to require the Minister of Education in certain circumstances to hold a public inquiry before approving proposals to cease aid to a voluntary school.

Public Bodies (Admission to Meetings) Bill [H.C.] [17th May.

Tyne Tunnel Bill [H.C.] [19th May.

Read Second Time:—

Brighton Corporation Bill [H.C.] [18th May.

Bromley College and Other Charities Scheme Confirmation Bill [H.C.] [19th May.

Chipping Sodbury Town Trust Scheme Confirmation Bill [H.C.] [19th May.

International Development Association Bill [H.C.] [17th May.

Newcastle upon Tyne Corporation Bill [H.C.] [17th May.

Offices Bill [H.C.] [19th May.

Saint Stephen Bristol (Burial Grounds, etc.) Bill [H.C.] [17th May.

Scottish American Investment Company Limited Order Confirmation Bill [H.C.] [18th May.

Somerset County Council Bill [H.C.] [18th May.

United Charities of Nathaniel Waterhouse and Other Charities (Halifax) Scheme Confirmation Bill [H.C.] [19th May.

Read Third Time:—

Building Societies Bill [H.L.] [19th May.

Canterbury and District Water Bill [H.L.] [17th May.

Game Laws (Amendment) Bill [H.C.] [19th May.

Presbyterian Church of England Bill [H.L.] [18th May.

In Committee:—

Civil Aviation (Licensing) Bill [H.C.] [17th May.

Payment of Wages Bill [H.C.] [17th May.

HOUSE OF COMMONS

A. Progress of Bills

Read Second Time:—

Bude-Stratton Urban District Council Bill [H.L.] [17th May.
Commonwealth Teachers Bill [H.C.] [17th May.
Ghana (Consequential Provision) Bill [H.C.] [17th May.
Merchant Shipping (Minicoy Lighthouse) Bill [H.C.] [17th May.

Read Third Time—

Derbyshire County Council Bill [H.L.] [19th May.
London and Surrey (River Wandle and River Graveney) (Jurisdiction) Bill [H.L.] [16th May.

In Committee:—

Finance Bill [H.C.] [19th May.

B. Questions

Acquisition of Agricultural Land: Compensation

Mr. Hare said that it was proposed when a suitable opportunity occurred to make provision in a Government Bill to put agricultural occupiers on the same footing as business occupiers under s. 13 of the Town and Country Planning Act, 1959. That would enable public authorities which acquired agricultural land for public purposes and served notice to quit on tenants to pay allowances at their discretion towards the tenants' losses due to the interruption of their livelihood, in addition to the compensation for disturbance which they were required to pay under the Agricultural Holdings Act, 1948. [16th May.

Planning Appeals

Sir K. Joseph said that in the six months from 1st October, 1959, to 31st March, 1960, 3,255 appeals under s. 16 of the Town and Country Planning Act, 1947, were decided. Two thousand three hundred and forty-six were decided after a public local inquiry or hearing; of those 1,755 were dismissed and 591 allowed. One hundred and fifty-five decisions were contrary to the recommendation of the inspector. Nine hundred and nine were decided on the written representations of the parties; of those, 585 were dismissed and 324 were allowed. Separate figures were not available for cases decided after a hearing, as distinct from a public local inquiry, but very few appeals, if any, were dealt with during this period by way of a hearing. [16th May.

Royal Commission on the Police: Evidence of Prisoners

Mr. R. A. Butler said that prisoners who wished to send written representations to the Royal Commission might do so; and he would authorise the production before the commission of any prisoner from whom the commission wished to hear oral evidence. [19th May.

STATUTORY INSTRUMENTS

Aliens (Landing Conditions) Order, 1960. (S.I. 1960 No. 828.) 4d.
Copyright (Gibraltar) Order, 1960. (S.I. 1960 No. 847.) 6d.
East of Birmingham-Birkenhead Trunk Road (Ternhill Bridge Diversion) Order, 1960. (S.I. 1960 No. 820.) 5d.
Essex River Board (Brooklands Internal Drainage District) Order, 1960. (S.I. 1960 No. 841.) 5d.
Foreign Compensation (Czechoslovakia) (Registration) Order, 1960. (S.I. 1960 No. 849.) 5d.
Import Duties (Temporary Exemptions) (No. 5) Order, 1960. (S.I. 1960 No. 829.) 5d.
London Traffic (Weight Restriction) (Ealing) Regulations, 1960. (S.I. 1960 No. 825.) 5d.
Draft **Metropolitan Police Staffs** (Increase of Superannuation Allowances) Order, 1960. 5d.
National Insurance (Classification) Amendment Regulations, 1960. (S.I. 1960 No. 827.) 5d.
National Insurance (Industrial Injuries) (Insurable and Excepted Employments) Amendment Regulations, 1960. (S.I. 1960 No. 839.) 5d.
Somaliland (Constitution) (Amendment) Order in Council, 1960. (S.I. 1960 No. 848.) 5d.
Stirlingshire and Falkirk Water Order, 1960. (S.I. 1960 No. 826.) 5d.
Stopping up of Highways Orders, 1960:—
County of Bedford (No. 5). (S.I. 1960 No. 834.) 5d.
County Borough of Bootle (No. 1). (S.I. 1960 No. 823.) 5d.
County of Chester (No. 8). (S.I. 1960 No. 843.) 5d.
County of Denbigh (No. 1). (S.I. 1960 No. 835.) 5d.
County of Hampshire (No. 6). (S.I. 1960 No. 844.) 5d.
County of Hampshire (No. 7). (S.I. 1960 No. 838.) 5d.
County of Lincoln, Parts of Lindsey (No. 3). (S.I. 1960 No. 833.) 5d.
London (No. 26). (S.I. 1960 No. 836.) 5d.
County of Middlesex (No. 6). (S.I. 1960 No. 824.) 5d.
County Borough of Saint Helens (No. 1). (S.I. 1960 No. 821.) 5d.
County Borough of Southampton (No. 3). (S.I. 1960 No. 822.) 5d.
County Borough of Southampton (No. 4). (S.I. 1960 No. 837.) 5d.
County of Stafford (No. 8). (S.I. 1960 No. 845.) 5d.
County of Stafford (No. 10). (S.I. 1960 No. 846.) 5d.
County of Wilts (No. 6). (S.I. 1960 No. 832.) 5d.
Wages Regulation (Retail Bespoke Tailoring) (Scotland) Order, 1960. (S.I. 1960 No. 830.) 8d.

SELECTED APPOINTED DAYS

May
16th Post-War Credit (Income Tax) Amendment Regulations, 1960. (S.I. 1960 No. 769.)
Tribunals and Inquiries (Mental Health Review Tribunals) Order, 1960. (S.I. 1960 No. 810.)

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of "The Solicitors' Journal"]

Illegible Documents

Sir,—Your brief note, at p. 385 of The Solicitors' Journal for 13th May, on Lord Evershed's complaint about illegible documents, moves me to write to you about an occasion when his lordship did not abide by one of his own rules about documents, and where I am the sufferer.

When I was due to be admitted in 1955, Lord Evershed, as Master of the Rolls, caused it to be known that he would wish admission certificates to be engrossed in a permanent black ink, and I believe this was coupled with a statement that any certificates which were not so engrossed might not be accepted. Imagine my surprise, therefore, after admission, when I discovered that his lordship's signature on my admission certificate was in ordinary ink. In less than five years, during which the document has never been exposed to bright light, the Master of the Rolls' signature has faded appreciably, and will probably be invisible in a few years' time, whereas the parts which I had had engrossed in permanent black ink have not altered.

I will refrain from comment.

K. G. Haddock.

Barnet,
Herts.

Copyright in Drafts ?

Sir,—From time to time the publishers of legal precedents will gratefully acknowledge a form supplied to them by a firm of solicitors. It has always given me a warm feeling when I have seen this and I have also felt a twinge of regret that, so far, I have never produced an original draft worthy of dissemination to my colleagues.

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

SOMERSET (*continued*)

Weston-super-Mare.—F. S. GARDINER, Estate Agent, 47 Oxford Street. Tel. 6312/3.

Weston-super-Mare.—LALONDE BROS. & PARHAM (Est. 1848), 23 Waterloo Street (Tel. 4500); and at Bristol.

Weston-super-Mare and District.—MASTERS & CO., F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 5 High Street. Tel. 6443/4.

Yeovil and District.—PALMER, SNELL & CO., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. Tel. 25 and 1796. London Office: 130 Mount Street, W.1.

STAFFORDSHIRE

Stoke-on-Trent and North Staffs.—CHARLES BUTTERS & SONS. Established 1856. Chartered Auctioneers, Surveyors, Valuers and Estate Agents, Trinity Buildings, Hanley, Stoke-on-Trent. Tel. 2138/9. Also at Leek.

SUFFOLK

Bury St. Edmunds and East Anglia.—LACY SCOTT AND SONS, 3 Hatter Street, Bury St. Edmunds. Phone 43 and 692.

Ipswich and East Anglia.—SPURLINGS & HEMPSON (Est. 1780), Chartered Surveyors, Chartered Auctioneers, 24 Princes Street, Ipswich. Tel. 51807/8.

Ipswich and East Anglia.—WOODCOCK & SON, 16 Arcade Street, Ipswich. Tel. 54352 (2 lines). Specialists in Selling Country Property and Farms. Established 1850.

Woodbridge and East Suffolk.—ARNOTT & CALVER, Auctioneers and Valuers. Est. 1870. Tel. 179.

SURREY

Addiscombe, Shirley, Croydon.—MILLER, WILKINS AND CO., Auctioneers, Surveyors and Valuers, 191 Lower Addiscombe Road. Tel. ADDiscombe 2233/4; and 142 Wickham Road, Shirley. Tel. ADDiscombe 4021.

Ashtead and Leatherhead.—DOUGLAS & CO., F.A.L.P.A. Principal Office: 8 High Street, Leatherhead. Tel. 4136/7 (5 Offices).

Camberley (Hants and Berks Borders).—SADLER AND BAKER, Chartered Auctioneers and Estate Agents, 95 High Street. Est. 1880. Tel. 1619.

Caterham and District, Sanderstead to Purley.—J. C. O'BRIEN, Station Avenue, Caterham. Tel. 4255 and 348. Limpsfield Road, Sanderstead. Tel. 4426.

Cobham.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 47. Offices throughout West Surrey.

Coulsdon.—SINDEN, TOMKINS & KING, F.A.L.P.A., Valuers, Surveyors and Estate Agents, 26 Chipstead Valley Road. Tel. UPLands 0600.

Croydon.—BLAKE, SON & WILLIAMS. Est. 1798. Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 51 High Street, Croydon. CROydon 7155/6.

Croydon, Addiscombe and Wallington.—BOWDITCH & GRANT. (Est. 1881). Surveyors, Valuers, Auctioneers, 103/105 George Street, Croydon. Tel. CRO 0138/9.

Croydon and District.—JOHN P. DICKINS & SONS, Surveyors, Valuers and Estate Agents. Est. 1882. 2 and 4 George Street, Croydon. CROydon 3128/9/0.

Croydon and London.—HAROLD WILLIAMS AND PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, 80 High Street, Croydon. Tel. Croydon 1931. And at 70 Victoria Street, S.W.1. Tel. Victoria 2893.

Croydon and Epsom.—ROBT. W. FULLER, MOON AND FULLER, Chartered Surveyors, Valuers and Auctioneers, 85 High Street, Croydon (CRO 3124/6), and at Epsom (communications to Croydon Office). Established 1824.

Croydon and Sutton.—SAINT, SYMINGTON AND STEDMAN, Surveyors, Auctioneers and Valuers. 106 High Street, Croydon. Tel. CRO 2216/7. And at 6 Cheam Road, Sutton. Tel. VIG 7616/7.

Dorking.—ARNOLD & SON, Auctioneers & Surveyors, 171 High Street and branches. Est. 1855. Tel. 2201/2.

Dorking.—WHITE & SONS, 104 High Street. Agricultural and General Surveyors and Valuers. Tel. 3255.

Dorking & London.—PEARSON, COLE & SHORLAND, Auction and Estate Offices, Dorking. Tel. 3897/8. Surveyors, Valuers and Auctioneers; and at 2 Hans Road, S.W.3. Tel. Kensington 0066.

Dorking, Bookham and Effingham.—CUBITT AND WEST. Tel. Dorking 2212, Bookham 2744. Valuers, Surveyors, Estate Agents.

Dorking and Reigate.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 258/260 High Street, Dorking. Tel. 4071/2. 6 Church Street, Reigate. Tel. 4422/3. And at Leatherhead and Epsom.

Epsom and Ewell.—DOUGLAS & CO., F.A.L.P.A. Principal Office: 10 High St., Epsom. Tel. 2362/4 (5 Offices, Ewell to Leatherhead).

Epsom and Leatherhead.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 21 High Street, Epsom. Tel. 4045/6. 4 Bridge Street, Leatherhead. Tel. 4133/4. And at Reigate and Dorking.

Esher.—EWBANK & CO., in association with Mann & Co. Est. 1891. Tel. 3537/8. Offices throughout West Surrey.

Esher and District.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street. Tel. Esher 12.

SURREY (*continued*)

Ewell.—WILTSHIRES, Estate Agents, Surveyors, Auctioneers and Valuers, 55 High Street. Tel. Ewell 1665/6.

Farnham.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 4 Castle Street. Tel. 5274 (2 lines).

Farnham.—CUBITT & WEST. Tel. Farnham 5261. Valuers, Surveyors, Estate Agents.

Farnham.—GERMAN, ADDY & CO. (Est. 1903). Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 111 West Street. Tel. 5283/4.

Farnham.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 32 South Street. (Tel. 6277).

Godalming.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, Estate Offices. Tel. 1722 (5 lines).

Guildford.—MANN & CO., Est. 1891, 22 Epsom Road. Tel. 62911/2. Offices throughout West Surrey.

Guildford.—MESSENGER, MORGAN & MAY, Chartered Surveyors, 8 Quarry Street. Tel. 2992/4.

Guildford.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 144 High Street. (Tel. 2811/2).

Haslemere.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 20 High Street. Tel. 1207.

Haslemere and Hindhead.—CUBITT & WEST. Tel. Haslemere 2345/6/7, Hindhead 63. Valuers, Surveyors, Estate Agents.

Kingston.—A. G. BONSOR, STEVENS & CO., Est. 1899, 82 Eden Street. Tel. KIN 0022.

Kingston.—NIGHTINGALE, PAGE & BENNETT, Est. 1825, Chartered Surveyors, 18 Eden Street. Tel. KIN 3356.

Kingston upon Thames and Area.—BENTALLS ESTATE OFFICES (L. J. Smith, F.A.L.P.A., P. F. Parkinson, B.Sc., A.A.L.P.A.), Wood St. KIN 1001. Sales, surveys, property and chattel valuations, lettings, management.

Leatherhead, Ashtead, Oxshott.—CHAS. OSENTON AND CO., Chartered Auctioneers, 36 North Street, Leatherhead. (Tel. 3001/2); Ashtead 2382, Oxshott 3344.

Mitcham.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, Upper Green. Tel. MITcham 6101/2.

Redhill and Merstham.—E. H. BENNETT & PARTNERS Auctioneers and Valuers. Tel. Redhill 3672. Merstham 2234/5.

Reigate.—MARTEN & CARNABY, Surveyors, Auctioneers and Valuers, 23 Church Street. Tel. 3361/2.

Richmond.—ACLAND & CO., Estate Agents, Surveyors and Valuers. Rents collected. 27 Kew Road (Opposite Richmond Station). Tel. RIC 4811/2.

Richmond.—PENNINGTONS, 23 The Quadrant, Auctions, Valuations, Surveys. Rents collected. Tel. RIC 2255 (3 lines).

Sanderstead.—HOOKER & ROGERS, Railway Approach, Sanderstead. Manager, K. C. Fox, A.R.I.C.S. Tel. SAN 4414/5.

Surbiton.—E. W. WALLAKER & CO., F.A.L.P.A., Surveyors, Valuers, Auctioneers and Estate Agents, 56/7 Victoria Road, Surbiton, Surrey. Tel. Elmbridge 5381/4 and 4750, and at Chessington, Surrey, Shoreham-by-Sea and Lancing, Sussex. (Chartered Surveyor D. J. Peachey, F.R.I.C.S.)

Sutton.—DOUGLAS GRAHAM & CO., Estate Agents, Property Managers, 269 High Street. Tel. VIG 0026/7/8. And at Thornton Heath, Norbury and Piccadilly, W.1.

Sutton.—IDRIS JONES & PARTNERS, F.R.I.C.S., F.A.I., 22 The Arcade, Sutton. VIGilant 0182; and at 300 Abbey House, Westminster.

Thornton Heath.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, 781 London Road. Tel. THO 6211/2.

Thornton Heath.—DOUGLAS GRAHAM & CO., Estate Agents and Property Managers, 808 London Road. Tel. THO 3888 (4 lines). And at Norbury, Sutton and Piccadilly, W.1.

Virginia Water and Wentworth.—GOSLING AND MILNER, Station Approach, Virginia Water. Tel. Wentworth 2277. And at 8 Lower Grosvenor Place, S.W.1. Tel. Victoria 3634.

Wallington.—WILLIAM A. DAVIS & PARTNERS, 4 Stanley Park Road. Tel. Wallington 2567.

Walton.—MANN & CO, Est. 1891, 38 High Street. Tel. 2331/2. Offices throughout West Surrey.

Walton and Weybridge.—HIGBY & CHARD (Consultants: George Geen, M.A., F.R.I.C.S., V.C. Lawrence, F.R.I.C.S.), 45 High Street, Walton-on-Thames. Tel. 2487/8.

Walton/Weybridge.—WARING & CO. Est. 1890. Surveyors, Estate Agents, Auctioneers and Valuers. Tel. Walton-on-Thames 24151/2.

West Byfleet.—MANN & CO., incorporating Ewbank and Co. Est 1891. Tel. 3288/9. Offices throughout West Surrey.

Weybridge.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 2323/5. Offices throughout West Surrey.

Weybridge and District.—J. E. PURDIE & SON, Chartered Surveyors and Estate Agents, 1 and 3 Queens Road, Weybridge. Tel. 3307 (3 lines), and at Walton-on-Thames.

Weybridge and District.—WATERER & SONS, Chartered Auctioneers and Estate Agents, Surveyors, etc. Tel. 3838/9

(*continued on p. xviii*)

SURREY (*continued*)

Woking.—HOAR & SANDERSON, F.V.I. Tel 3263/4. Ten associated Surrey offices.

Woking.—MANN & CO., Est. 1891. Chartered Surveyors. Tel. 3800 (6 lines). Offices throughout West Surrey.

Woking.—MOLDRAM, CLARKE & EDGLEY, Chartered Surveyors. Tel. 3419; and at Guildford.

SUSSEX

Angmering-on-Sea, Rustington, Worthing and Storrington.—BERNARD TUCKER & SON. Est. 1890. L. B. Tucker, F.R.I.C.S., F.A.I., G. H. E. Evans, F.A.L.P.A., W. J. Brown, F.A.I. Tels. Rustington 1, Worthing 5708/9. Storrington 535.

Arundel and Rustington.—HEASMAN & PARTNERS. Tel. Arundel 2323, Rustington 900.

Bexhill-on-Sea.—JOHN BRAY & SONS (Est. 1864), Estate Agents, Auctioneers and Valuers, 1 Devonshire Square. Tel. 14.

Bexhill-on-Sea and Cooden.—ERNEST SHEATHER, F.A.I., Chartered Auctioneer and Estate Agent, 14 St. Leonards Road. Tel. 350, 351 and 2280.

Bexhill-on-Sea and Little Common.—RICHES & GRAY (Est. 1883), Chartered Auctioneers and Estate Agents, 25 Sea Road, Bexhill-on-Sea. Tel. 34/5. And at 25 Cooden Sea Road, Little Common. Tel. Cooden 2939.

Brighton.—RAYMOND BEAUMONT, F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 35 East Street. Tel. Brighton 20163.

Brighton.—MELLOR & MELLOR, Chartered Auctioneers and Estate Agents, 110 St. James's Street. Tel. 682910.

Brighton.—H. D. S. STILES & CO., F.R.I.C.S., F.A.I. (special rating diploma), 6 Pavilion Buildings. Tel. Brighton 23244 (4 lines). 10 King's Bench Walk, Temple E.C.4. Tel. Central 5356. 3 The Steyne, Worthing. Tel. Worthing 9192/3.

Brighton.—FRANK STONE & PARTNERS, F.A.L.P.A., 84 Queen's Road. Tel. Brighton 29252/3.

Brighton and Hove.—WILLIAM WILLETT, LTD., Auctioneers and Estate Agents, 52 Church Road, Hove. Tel. Hove 34055. London Office, Sloane Square, S.W.1. Tel. Sloane 8141.

Brighton, Hove and Surrounding Districts.—MAURICE P. HATCHWELL, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agent, 4 Bartholomews, Brighton, 1. Tel. Brighton 23107.

Brighton and Hove and Surrounding Districts.—C. HORTON LEDGER, F.A.I., Established 1885, Chartered Auctioneer and Estate Agent, Surveyor and Valuer, "Sussex House," 126/7 Western Road, Hove, Sussex. Tel. 71291.

Chichester and Bognor Regis.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, South Street, Chichester. Tel. 3031 (5 lines). Station Road, Bognor Regis. Tel. 2237/8.

Crawley.—JOHN CHURCHMAN & SONS, Chartered Surveyors, Valuers, Land Agents. Tel. Crawley 1899.

Crawley.—WM. WOOD, SON & GARDNER, Surveyors and Valuers. Tel. Crawley 1.

Crowborough.—DONALD BEALE & CO., Auctioneers, Surveyors and Valuers. The Broadway. Tel. Crowborough 3333.

Eastbourne.—FRANK H. BUDD, LTD., Auctioneers, Surveyors, Valuers, 1 Bolton Road. Tel. 1860.

Eastbourne.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 12 Gildredge Road, Tel. Eastbourne 1285.

Eastbourne.—HEFFORD & HOLMES, F.A.I., Chartered Auctioneers and Estate Agents, 51 Gildredge Road. Tel. Eastbourne 7840.

Eastbourne.—OAKDEN & CO., Estate Agents, Auctioneers and Valuers, 24 Cornfield Road. Est. 1897. Tel. 1234/5.

Eastbourne and District.—FARNHAM & CO., Auctioneers, Estate Agents and Valuers, 6 Terminus Road, Eastbourne. Tel. 4433/4/5. Branch at 87 Eastbourne Road, Lower Willingdon, and 4 Grand Parade, Polegate.

East Grinstead.—Messrs. P. J. MAY (P. J. May and A. L. Apthorp, F.R.I.C.S., F.A.I., M.R.San.I.), 2 London Road. Tel. East Grinstead 315/6.

East Grinstead.—TURNER, RUDGE & TURNER, Chartered Surveyors. Tel. East Grinstead 700/1.

Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 882/3.

Hastings, St. Leonards and East Sussex.—DYER & OVERTON (H. B. Dyer, D.S.O., F.R.I.C.S., F.A.I.; F. R. Hynard, F.R.I.C.S.), Consultant Chartered Surveyors. Estd. 1892. 6-7 Havelock Road, Hastings. Tel. 5661 (3 lines).

Hastings, St. Leonards and East Sussex.—WEST (Godfrey, F.R.I.C.S., F.A.I.) & HICKMAN, Surveyors and Valuers, 50 Havelock Road, Hastings. Tel. 6688/9.

Haywards Heath and District.—DAY & SONS, Auctioneers and Surveyors, 115 South Road. Tel. 1580. And at Brighton and Hove.

Haywards Heath and Mid-Sussex.—BRADLEY AND VAUGHAN, Chartered Auctioneers and Estate Agents. Tel. 91.

Horsham.—KING & CHASEMORE, Chartered Surveyors, Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

Horsham.—WELLER & CO., Surveyors, Auctioneers, Valuers, Estate Agents. Tel. Horsham 3311. And at Guildford, Cranleigh and Henfield.

REGISTER OF

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Hove.—DAVID E. DOWLING, F.A.L.P.A., Auctioneer, Surveyor, Valuer & Estate Agent. 75, Church Road, Hove. Tel. Hove 37213 (3 lines).

Hove.—PARSONS SON & BASLEY (W. R. De Silva, F.R.I.C.S., F.A.I.), 173 Church Road, Hove. Tel. 34564.

Hove and District.—WHITLOCK & HEAPS, Incorporated Auctioneers, Estate Agents, Surveyors and Valuers, 65 Sackville Road. Tel. Hove 31822.

Hove, Portslade, Southwick.—DEACON & CO., 11 Station Road, Portslade. Tel. Hove 48440.

Lancing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Lewes and Mid-Sussex.—CLIFFORD DANN, B.Sc., F.R.I.C.S., F.A.I., Fitzroy House, Lewes. Tel. 750. And at Ditchling and Hurstpierpoint.

Seaford.—W. G. F. SWAYNE, F.A.I., Chartered Auctioneer and Estate Agent, Surveyor and Valuer, 3 Clinton Place. Tel. 2144.

Storrington, Pulborough and Billinghurst.—WHITEHEAD & WHITEHEAD amal. with D. Ross & Son, The Square, Storrington (Tel. 40), Swan Corner, Pulborough (Tel. 232/3), High Street, Billinghurst (Tel. 391).

Sussex and Adjoining Counties.—JARVIS & CO., Haywards Heath. Tel. 700 (3 lines).

West Worthing and Goring-by-Sea.—GLOVER & CARTER, F.A.L.P.A., 110 George V Avenue, West Worthing. Tel. 8686/7. And at 6 Montague Place, Worthing. Tel. 6264/5.

Worthing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Worthing.—EYDMANN, STREET & BRIDGE (Est. 1864), 14 Chapel Road. Tel. 4060.

Worthing.—HAWKER & CO., Chartered Surveyors, Chapel Road, Worthing. Tel. Worthing 1136 and 1137.

Worthing.—Patching & Co., Est. over a century. Tel. 5000. 5 Chapel Road.

Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Ravenus Buildings, Chapel Road. Tel. Worthing 623/4.

WARWICKSHIRE

Birmingham and District.—SHAW, GILBERT & CO., F.A.I., "Newton Chambers," 43 Cannon Street, Birmingham, 2 Midland 4784 (4 lines).

WARWICKSHIRE (*continued*)

Coventry.—GEORGE LOVEITT & SONS (Est. 1843), Auctioneers, Valuers and Estate Agents, 29 Warwick Row. Tel. 3081/2/3/4.

Coventry.—CHAS. B. ODELL & CO. (Est. 1901) Auctioneers, Surveyors, Valuers and Estate Agents, 53 Hertford Street. Tel. 22037 (4 lines).

Leamington Spa and District.—TRUSLOVE & HARRIS, Auctioneers, Valuers, Surveyors. Head Office: 38/40 Warwick Street, Leamington Spa. Tel. 1861 (2 lines).

Rugby and District.—WIGGINS & RUSSELL, Auctioneers, etc., 14 Regent Place, Rugby (Tel. 2548).

Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

WESTMORLAND

Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.

Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department. New Bond Street Chambers. 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Marlborough Area (Wilts, Berks and Hants Borders).—JOHN GERMAN & SON (Est. 1840). Land Agents, Surveyors, Auctioneers and Valuers. Estate Offices, Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2. And at Ashby-de-la-Zouch, Burton-on-Trent and Derby

WORCESTERSHIRE

Kidderminster.—CATTELL & YOUNG, 31 Worcester Street. Tel. 3075 and 3077. And also at Droitwich Spa and Tenbury Wells.

Worcester.—BENTLEY, HOBBS & MYTTON, F.A.I., Chartered Auctioneers, etc., 49 Foregate Street, Tel. 5194/5.

YORKSHIRE

Bradford.—NORMAN R. GEE & HEATON, 72/74 Market Street, Chartered Auctioneers and Estate Agents. Tel. 27202 (2 lines). And at Keighley.

YORKSHIRE (*continued*)

Bradford.—DAVID WATERHOUSE & NEPHEWS, F.A.I., Britannia House, Chartered Auctioneers and Estate Agents. Est. 1844. Tel. 22622 (3 lines).

Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street. Tel. 33991/2.

Leeds.—SPENCER, SON & GILPIN, Chartered Surveyor, 2 Wormald Row, Leeds, 2. Tel. 3-0171/2.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.

Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street. Tel. 30429.

Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.

Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.

Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.

Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

Some time ago, when dealing with a company matter, I found that my colleague on the other side kept printed forms of a very handy declaration of trust (for use with blank transfers). I asked him if he would sell me half a dozen or so, but he refused politely, saying that his firm had produced them for the private use of their clients. I made a mental note that next time I had occasion to pass time of day with someone learned in the law of copyright, I would try and satisfy my curiosity as to whether my colleague, having once submitted the draft for my approval, could object to my subsequently "cribbing" from it, in whole or in part.

I have just received for approval a draft licence to assign an agreement for an underlease, with surety joining. It contains nothing that could not be obtained by amalgamating two or three standard forms. Plainly marked on the draft under the firm's name are the words "all rights reserved." As I have already indicated, I am ignorant of the legal implications, but I feel a strong sense of resentment if it means that, if ever I have to draft such a licence, I cannot turn up my old file.

Perhaps one of the experts could tell me if I can properly return the draft licence endorsed as follows:—

"Approved subject to amendments in red in which copyright is claimed."

Are we so much less worthy than the doctors and surgeons? They are always ready to publish their methods and techniques for their fellows to copy.

When the publishers of *The Times* newspaper stopped printing the names of the solicitors entering appearances in the cases in their daily law reports, I believe it was represented to them that this caused a hardship to other solicitors who might wish to obtain help on any points mentioned in the reports.

With the possible exception of your contributor "Highfield," we are not working in a vacuum. If we have the service of the law as our aim, it implies a duty to our contemporaries and successors. I fail to reconcile this duty with the claiming of proprietary rights in the wording of legal documents.

Northampton. MAX ENGEL.

POINTS IN PRACTICE

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. They should be brief, typewritten in duplicate, and accompanied by the name and address of the sender on a separate sheet, together with a stamped addressed envelope. Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all

Conveyancing—ASSIGNMENT OF BENEFIT OF RESTRICTIVE COVENANTS

Q. We act for the prospective purchaser of the main part of a large country mansion, the other parts of which have been previously conveyed to four other purchasers. The conveyances of the other parts have in each case contained restrictive covenants entered into by the prospective purchasers. It appears that in two cases the covenants were duly protected by registration, but that in the other cases they were not so protected and the original purchasers have since parted with their respective properties. It further appears that, while there is no doubt as to the identity of the land subject to the restrictive covenants or as to the land to be benefited, certain of the covenants restrict building and alteration of buildings "without the consent of the vendor or his mortgagees of the adjoining property." In certain other cases it is stated that alterations shall not be made "without the consent of the vendor or his successors in title owner or owners for the time being of the adjoining land," and again in one other case the requisite consent is that of the vendor and his surveyor for the time being. On the question of registration the vendor's solicitors have stated that they will endeavour to make some arrangements with the present owners to enable the covenants to be registered, but, if that cannot be done, we shall be glad to know whether in your opinion the present vendor, who was the original covenantee, can assign the benefit of the restrictive covenants to our clients in such a way that they would enure for the benefit of the land which our clients propose to purchase. Secondly, we should be glad to know whether in your view, by virtue of s. 78 of the Law of Property Act, 1925, in the cases where the consent of "the vendor" is required, the power to give or withhold consent is personal to the original covenantee or can be deemed to belong to the vendor's successors in title, the owner or owners for the time being of the land intended to benefit by the covenants. It seems clear that s. 78 would operate to make the covenant available for the benefit of the owners of the land in question, but less clear that the word "vendor" can be given an enlarged meaning in regard to the power of consent, particularly as in one case in the same document there was reference in one part to the consent simply of the vendor and in another part to consent by the vendor or his successors in title, etc. If our doubts have a valid basis, would it be appropriate for the present vendor to covenant that, in so far as power to give or withhold consent may be personal to him, he or his personal representatives will not exercise it without first obtaining the consent of the owner or owners for the time being of the land which our clients propose to purchase? We should be grateful for reference to an authority or suitable precedent.

A. (1) In our view the question of registration is quite separate from that of the passing of the benefit of the covenants in equity. Non-registration (assuming the covenants were made after 1925) has rendered the covenants *void* against any subsequent purchaser of a legal estate for money or money's worth (Land Charges Act, 1925, s. 13 (2); Emmet on Title, 14th ed., vol. 1, p. 570). If the covenants are already void an assignment of the "benefit" is valueless. Otherwise it would seem useful to assign the benefit and so avoid any question as to whether the benefit was annexed to land; see the remarks in Emmet, op. cit., p. 513 et seq. It is possible that a building scheme existed but we have not sufficient knowledge of the facts to express an opinion. If this was so registration may have been unnecessary. See Emmet, op. cit., p. 516 et seq., and particularly the remarks on p. 520. (2) The Law of Property Act, 1925, s. 78, does not, in our opinion, alter the construction of a covenant and so does not enable any other person to exercise powers conferred on the vendor. (3) We know of no authority as to the validity of the covenant suggested in your last paragraph nor can we find any precedent. We see no reason why it should not be effective in practice for a reasonable number of years.

Finance Act, 1940—WHETHER ESTIMATED COSTS OF REALISATION AND LIQUIDATION PERMISSIBLE DEDUCTION IN VALUATION OF SHARES UNDER S. 55

Q. A testator who died in 1958 held shares in a private company which fall to be valued under s. 55 of the Finance Act, 1940. The Inland Revenue contend that estimated costs of realisation and liquidation are not a permissible deduction in a valuation under this section. Your subscribers have not been able to find any authority on this point but the official view appears to be anomalous when it is considered that the estimated cost of realisation is allowed in valuing an undivided share of real property. Is it considered that the official view is correct?

A. It must never be forgotten that, although the Finance Act, 1940, s. 55, speaks of the "value" of the shares, it is not, and does not purport to be, a method of ascertaining a value having any connection with reality. It is nowhere suggested that the deceased could ever have put into his pocket, whether by liquidation or otherwise, the sum on which duty is charged. It is merely a method of arriving at a purely fictitious figure for the purpose of charging estate duty on it. The method directed is that one first ascertains what the company could have got for the entirety of its property and undertaking, selling it either piecemeal or as a going concern, whichever may be most advantageous. When that is ascertained one divides it (in the case of a company having only one class of shares) by the number of shares in issue. That is the end of the calculation, and we agree with the Inland Revenue authorities that costs of liquidation are irrelevant because the company need not go into liquidation in order to realise its assets.

NOTES AND NEWS

NATIONAL PARKS AND ACCESS TO THE COUNTRYSIDE ACT, 1949

The following notices of the preparation of maps and statements under the above Act, or of modifications to maps and statements already prepared, have appeared since the tables given at pp. 216 and 294, *ante* :—

Draft Maps and Statements

Surveying Authority	Districts covered	Date of notice	Last date for receipt of representations or objections
Glamorgan County Council	Neath, Penybont, Cardiff, Llantrisant and Llantwit Fardre, and Cowbridge Rural Districts: modifications to draft map and statement of 4th February, 1955	5th May, 1960	7th June, 1960
Norfolk County Council	Blofield and Flegg and Loddon Rural Districts: modifications to draft maps and statements of 31st January and 28th July, 1958	19th April, 1960	15th May, 1960
	Mitford and Launditch and Wayland Rural Districts: modifications to draft maps and statements of 31st January and 28th July, 1958	10th May, 1960	5th June, 1960
Warwickshire County Council	Alcester, Stratford-on-Avon and Warwick Rural Districts: modifications to draft map and statement of 10th March, 1960	1st April, 1960	1st May, 1960
	Rugby Rural District: modifications to draft map and statement of 10th March, 1960	13th May, 1960	12th June, 1960

Provisional Maps and Statements

Surveying Authority	Districts covered	Date of notice	Last date for applications to Quarter Sessions
Derbyshire County Council	Swadlincote Urban District; Repton Rural District	14th April, 1960	21st May, 1960
Lancashire County Council	Area of the council	25th March, 1960	—
Worcestershire County Council	Area of the council	3rd May, 1960	31st May, 1960

Definitive Map and Statement

Surveying Authority	Districts covered	Date of notice	Last date for applications to the High Court
Somerset County Council	Minehead and Watchet Urban Districts; Williton Rural District	6th May, 1960	17th June, 1960

Revision of Draft Map and Statement

Surveying Authority	Date of notice	Last date before which representations or objections may be made
Middlesex County Council	11th May, 1960	20th September, 1960

Honours and Appointments

Mr. H. Fleet, M.B.E., legal and administrative assistant to Stratford-upon-Avon Borough Council, has been appointed deputy clerk to Cuckfield Rural District Council, Sussex.

Mr. Basil Geoffrey Spenser Limbrey has been appoin an Assistant Registrar of County Courts and an Assistant District Registrar in the District Registry of the High Court of Justice as from 16th May, 1960.

Mr. Norman Grantham Lewis Richards, O.B.E., Q.C., has been appointed Recorder of the Borough of Merthyr Tydfil.

Mr. Francis John Watkin Williams, Q.C., has been appointed chairman of the County of Anglesey Quarter Sessions.

Obituary

Mr. George William Gutridge, formerly a solicitor with the London County Council, died on 16th May, aged 86. He was admitted in 1904.

Mr. G. H. Emlyn Jones, solicitor and town clerk of Derby since 1953, died on 17th May, aged 48. He was admitted in 1944.

Mr. Percy William Pegge, solicitor, of Eastbourne, died on 17th May, aged 82. He was admitted in 1901.

Mr. Harry Frederick Strouts, solicitor, of London, E.C.4, died on 15th May, aged 91. He was admitted in 1890.

Mr. R. C. Vaughan, O.B.E., M.C., Q.C., deputy chairman of Quarter Sessions, Liberty of Peterborough, since 1948, and chairman of the London Medical Appeal Tribunal since 1957, died on 16th May, aged 64. He was called to the Bar in 1918.

PRINCIPAL ARTICLES APPEARING IN VOL. 104

1st April to 27th May, 1960

For list of articles published up to and including 25th March, see p. 256, *ante*

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertising Offices: Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. Telephone: CHAncery 6855.

Annual Subscription: Inland £4 10s., Overseas £5 (payable yearly, half-yearly or quarterly in advance).

Classified Advertisements must be received by first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).

Classified Advertisements

PUBLIC NOTICES—INFORMATION REQUIRED—CHANGE OF NAME
3s. per line as printed

APPOINTMENTS VACANT—APPOINTMENTS WANTED—PRACTICES AND PARTNERSHIPS and all other headings
12s. for 30 words. Additional lines **2s.** Box Registration Fee **1s. 6d.** extra

Advertisements should be received by first post Wednesday for inclusion in the issue of the same week and should be addressed to THE ADVERTISEMENT MANAGER, SOLICITORS' JOURNAL, OYEZ HOUSE, BREAMS BUILDINGS, FETTER LANE, E.C.4. CHAncery 6855

PUBLIC NOTICES

CITY OF CARLISLE

CARLISLE TECHNICAL COLLEGE

Applications are invited for the post of Assistant Lecturer (Grade B) to teach Law and Accounting at all levels, chiefly with part-time day students. Applicants should be graduates or corporate members of an appropriate professional body.

Salary Grade B Burnham Scale, £700 to £1,150, increments allowed for approved Commercial or Professional experience.

Further particulars and application forms from the Director of Education, 19 Fisher Street, Carlisle. Closing date 8th June, 1960.

NATIONAL COAL BOARD

ASSISTANT SOLICITOR required in Legal Department of West Midlands Division of the National Coal Board. The successful candidate may be called on to undertake any of the widely varied work of the department, which includes conveyancing, common law and commercial work.

Salary in the range of £925—£1,450, according qualifications and experience. The post is superannuable.

Write giving full details of education, qualifications and experience to Divisional Chief Staff Officer, National Coal Board, West Midlands Division, Himley Hall, Nr. Dudley, Worcs., by 11th June, 1960.

CITY OF LEEDS

CONVEYANCING ASSISTANT

Applications are invited for this permanent appointment from experienced Conveyancers. Salary according to experience and qualifications within range of £765–£880. Previous Local Government experience is not essential. Applications stating age, education, experience, previous appointments held, together with names of two referees to the Town Clerk, Civic Hall, Leeds, 1. (Closing date 17th June, 1960).

NEW SCOTLAND YARD

ASSISTANT PROSECUTING SOLICITOR on permanent staff of Solicitor's Department. Age 24–40. Salary (men) on appointment £845 to £1,050 according to age; on confirmation £1,180 at age 30, rising to £1,610. Non-contributory pension. Candidates who have passed their final examination but have not yet been admitted will be considered. Particulars from Secretary, Room 165 (LA), New Scotland Yard, S.W.1.

COUNTY BOROUGH OF MIDDLESBROUGH

ASSISTANT SOLICITOR required in the Town Clerk's Department at a salary in accordance with the National Scheme of Conditions of Service, viz., £836–£1,165 per annum. N.J.C. Conditions, Superannuation Scheme. Previous Local Government experience desirable but not essential. Applications from newly qualified solicitors, or persons awaiting admission, will be considered.

Application forms and Conditions of Appointment from the Town Clerk to be returned by 10th June, 1960.

E. C. PARR,
Town Clerk.

BOROUGH OF WIDNES

(Population 52,000 est.)

ASSISTANT SOLICITOR

SALARY.—Special Scale (Grade A.P.T. V plus £110, i.e., £1,330 to £1,485) commencing at £1,385 p.a.

DUTIES.—Conveyancing; some advocacy; some Committee work. (Local Government desirable.)

HOUSING ACCOMMODATION for married applicant (if needed) or temporary lodging allowance of £3 per week in lieu.

REMOVAL EXPENSES in full.

FIVE-DAY WEEK.

N.J.C. Conditions; Superannuation; Medical Examination.

Two referees. No testimonials.

Closing date, 8th June, 1960.

Applications to
FRANK HOWARTH,
Town Clerk.

Town Hall,
Widnes.

ELLAND URBAN DISTRICT COUNCIL

APPOINTMENT OF CLERK OF THE COUNCIL

Applications are invited from Solicitors and others having local government administrative experience. Salary within range £1,590 to £1,830 p.a., commencing salary according to qualifications and experience. Car allowance of £100. Intending applicants should apply for further particulars to undersigned. Last date for applications, 8th June, 1960.

R. O. WHITING,
Clerk of the Council.

Council Offices,
Elland.

WALTHAM HOLY CROSS URBAN DISTRICT COUNCIL

LEGAL CLERK

Applications are invited for the above post on Grade A.P.T. II (£765 per annum to £880 per annum plus London Weighting). Commencing salary within grade according to experience and qualifications.

Legal experience not absolutely essential as training will be given to right candidate with ability to learn. Enthusiasm and good personality desirable.

Applications stated age, qualifications and experience together with the names of two referees should reach me by 8th June, 1960.

ROLAND E. SMITH,
Clerk of the Council.

Town Hall,
Waltham Abbey.

WEST LONDON

ASSISTANT SOLICITOR required. Salary range £1,110–£1,265 p.a. commencing according to age and experience. Housing accommodation could be provided. Write full details to Box 6698, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MIDDLESEX COUNTY COUNCIL

LAW CLERK required for duties including conduct of correspondence on preparation of claims and collection of debts, preferably with experience in issuing proceedings in County and Magistrates Courts, and common law matters generally as instructed. At 26 years commencing remuneration on Clerical Grade II £710 (men) or £693 (women). 5-day week (38 hours). Prescribed conditions. Pensionable subject to medical assessment. Applications with names of two referees to The Clerk of the County Council (ref. C), Guildhall, S.W.1, by 7th June. (Quote C.633.)

COUNTY BOROUGH OF WALSALL

ASSISTANT SOLICITOR
(MALE OR FEMALE)

Applications are invited for the above appointment. Salary in accordance with Grades III–IV of the A.P.T. Division, viz., £880–£1,220 per annum. A commencing salary above the minimum may be paid.

Applications, accompanied by copies of three recent testimonials, should be sent to the undersigned not later than first post on Wednesday, 8th June, 1960.

Canvassing will disqualify. Relationship to any member or officer of the Council must be disclosed. Medical examination.

W. STALEY BROOKES,
Town Clerk.

The Council House,
Walsall.
17*th May*, 1960.

APPOINTMENTS VACANT

LOWESTOFT Solicitors require an assistant Solicitor or unadmitted Clerk for Conveyancing and Probate or Common Law work. Please write stating age, experience and salary required to Box 6687, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR, age between 25 and 30, wanted for the Secretarial Department of large manufacturing and commercial Company. Vacancy presents opportunity for general commercial experience and has good prospects.—Applications stating age, qualifications, experience and salary required to Box 6688, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MANCHESTER.—Male Claims Correspondence Clerk, age 25 to 45, with some knowledge of Common Law with reference to Employers and Public Liability, required by Insurance Company. Salary £500 to £850 according to age and experience. Financial assistance in taking C.I.I. exams and annual bonus for each part. Non-contributory pension scheme. Existing holiday arrangements honoured.—Box 6689, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

REQUIRED Common Law Clerk, some experience by old-established practice near the City. Knowledge secondary to enthusiasm. —Full particulars of age, experience and salary required to R. Voss & Son, 247 Bethnal Green Road, E.2.

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Please mention "THE SOLICITORS' JOURNAL" when replying to Advertisements

★ Classified Advertisements ★

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APPOINTMENTS VACANT—*continued*

SOLICITOR required for legal firm in progressive country town on Murray River in Victoria, Australia. Commencing salary £A1,820 per annum plus superannuation benefits. Annual increments according to ability. Flat or other accommodation available.—Write, giving full details, Markby Stewart Wadesons, 5 Bishopsgate, London, E.C.2.

LEGAL Assistant, 25–40, with at least 10 years' general experience in solicitor's office required by the Club & Institute Union in its London Head Office. Commencing salary £780 with annual increments. Opportunities of advancement to Executive position. Pension scheme, 5-day week.—Write, stating age, experience to Club & Institute Union, Club Union Buildings, 127 Clerkenwell Road, E.C.1.

KINGSTON-UPON-THAMES.—Managing Clerk, principally conveyancing, required for busy modern office.—Please write stating age, experience and salary required to Box 6690, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OUTDOOR Clerk required by Southend-on-Sea Solicitors for local County Court work and all branches of High Court work in London. Will also be required to prepare documents for issue at the Courts. Write stating age, experience and salary required.—Box 6691, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NORTH-EAST CHESHIRE, convenient Manchester and Stockport. Assistant Solicitor required for busy, varied and widespread practice. Exceptional opportunity to gain considerable experience under excellent conditions. Good salary and prospects.—Box 6692, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NEWPORT, Mon.—Energetic young admitted or unadmitted man required to manage and develop branch office. Excellent commencing salary and prospects. Car provided and assistance with housing if required.—Box 6693, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MIDLANDS, 40 miles from London. Assistant Solicitor with experience in general practice but principally conveyancing and probate urgently required. Salary according to ability.—Box 6694, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MANAGING Clerk.—Solicitors in Bedfordshire have vacancy for Managing Clerk with ability to deal in particular with conveyancing and probate matters. Permanent post with responsibility, carrying a good salary for suitable applicant. Pension scheme.—Box 6695, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LONDON.—An Assistant Solicitor is required immediately in the Legal Department of a large Public Company to deal with Conveyancing and Commercial matters. The commencing salary will be in the region of £1,000 per annum and the successful applicant will be required to join the Company's contributory pension scheme. Two or three years admitted experience desirable.—Apply to Box 6524, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

S.E. LONDON solicitors require conveyancing and probate clerk with good knowledge of land registry procedure: experience of county court work preferred: pension scheme; write stating age: education: experience: salary required.—Box 6547, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors (near Liverpool Street Station) require unadmitted Conveyancing Clerk; experience of Building Society work and Probate practice preferred; non-contributory pension scheme. No Saturdays. Write stating age, experience and salary required to Box 6699, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITORS in South London require experienced clerk, aged 25/35, as assistant to litigation Manager; knowledge of Divorce and County Court work, Accident Claims, etc., and able to interview Clients. Good salary paid according to age and experience.—Box 6640, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NEAR Lake District.—Capable admitted solicitor shortly required for general old-established and expanding practice. Applicant should be capable of handling matters without supervision. Salary by arrangement. Definite partnership prospects after period as assistant.—Box 6700, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A YOUNG solicitor of ability is sought to assist a partner in a substantial London firm specialising in company and commercial law. Applicants should preferably have had about two years' experience in that field since qualifying. The work will be hard but interesting, and the initial salary attractive. Subsequent prospects will be based on the way the challenge of increasing responsibility is met.—Box 6701, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEADING City Solicitors require young solicitors of high ability to train for company and commercial work.–Write Box 247, Reynell's, 44 Chancery Lane, W.C.2.

ASSISTANT Solicitor of either sex wanted for Midland Solicitors.—Write Box 249, Reynell's, 44 Chancery Lane, W.C.2.

LARGE City Solicitors have vacancy for young Conveyancing Solicitor; recent admission no disadvantage, but must be of above average ability. Scope for considerable advancement.—Write Box 245, Reynell's, 44 Chancery Lane, W.C.2.

LEADING City Solicitors require Conveyancing Solicitor of outstanding ability and experience. Remuneration will be commensurate.—Write Box 246, Reynell's, 44 Chancery Lane, W.C.2.

SOLICITOR (young), not less than two years' County Court and general experience for City H.P. Finance Company. No Saturdays. Modern offices. Progressive position.—Box 6702, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING assistant required for busy West End solicitors. Some supervision is necessary; holiday arrangements honoured. Permanent position with prospects for right man.—Box 6706, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor required for Branch Office South Coast. Mainly conveyancing and experience in company law an advantage. Prospects of partnership.—Box 6707, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor or experienced Unadmitted Clerk required as Personal Assistant to principal in busy South Coast office. Experience of company law and probate. Conveyancing experience an advantage. Suit newly qualified solicitor. Progressive position.—Box 6703, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEGAL APPOINTMENT

SOLICITOR—BARRISTER

Rapidly expanding International Organisation is looking for a young Solicitor or Barrister who considers his legal training, character and experience would enable him to make a valuable contribution to their further developments in the United Kingdom and Europe.

Applicants should have some years' experience in Commercial and Common Law Practice and considerable drive and capacity for work with a view eventually to assuming wider responsibilities. Knowledge of French and or German an advantage.

The successful applicant would be employed in the Group's Head Offices in South London. Remuneration and other benefits would be negotiated on an attractive basis. Pension and life assurance benefits available.

Applications with full particulars as to education, qualifications and experience in strict confidence to Box No. 6686, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR to have sole charge of their litigation practice required by Birmingham solicitors.—Box 6704, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MID-WALES Spa. Vacancy for Managing Clerk, also retired Solicitor or locum tenens.—Box 6478, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BIRMINGHAM.—Experienced Solicitor required immediately. Mainly conveyancing work. Salary according to experience and ability. Reply stating age, experience and salary required.—Lane Clutterbuck & Co., 125 Edmund Street, Birmingham.

YOUNG qualified solicitor (aged around 25) required as assistant dealing mainly with company and commercial matters. The applicant must be willing to accept responsibility and act on his own initiative. A good salary and prospects are available to the successful applicant.—Reply to Box 6670, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END solicitors require experienced unadmitted Conveyancing Managing Clerk capable of dealing with large estates without supervision. Existing holiday arrangements respected. Good salary, luncheon vouchers, pension scheme.—Write in first instance giving details of previous experience, age and salary required to Box 6664, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Managing Clerk (unadmitted) required by solicitors having well-established offices in West End and Brighton. Sound knowledge of building estate work and able to handle considerable volume of conveyancing matters without supervision essential. Suitable applicant must be prepared to work at either office for short or lengthy periods according to requirements. L.V's., pension scheme. Existing holiday arrangements respected. Good salary to right man.—Write stating age, experience and salary required to Box 6665, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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APPOINTMENTS VACANT—*continued*

ISLE OF WIGHT solicitors require Conveyancing Clerk, able to handle considerable volume of work. Please write with age, experience and salary required.—Box 6666, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG and energetic Conveyancing and Probate Clerk able to work with slight supervision required by Southend-on-Sea solicitors. Progressive position. Articles considered. Alternate Saturdays. Holiday arrangements honoured.—Box 6667, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A SOLICITOR with some experience since admission is required as an assistant in the legal department of an industrial company in Central London. A commencing salary of not less than £1,000 per annum is contemplated and there are pension and life assurance schemes. Please give details of education, age and experience.—Applications should be addressed to Box 6678, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEICESTER.—Assistant Solicitor required for a busy general practice, to undertake mainly conveyancing, probate and advocacy in the county and magistrates' courts. Please write stating age (which should not be over 25 years) and experience. Salary will be by arrangement according to experience. There may be prospects for a suitable applicant after serving a period as an assistant.—Box 6668, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CHESTER.—Assistant Solicitor (under 30) required in busy office; mainly conveyancing and probate, only occasional advocacy. Would suit recently qualified solicitor. Salary according to age and experience. Write with full particulars.—Box 6669, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ADMITTED or unadmitted assistant required chiefly for conveyancing and probate in North West Cheshire town. Salary by arrangement.—Box 6671, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NEWLY admitted solicitor required for busy general practice to deal with litigation and contentious matters including advocacy. Salary £1,000.—Box 6680, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST MIDDLESEX.—Young Conveyancer required with or without supervision by old-establish firm. Salary up to £1,000 according to experience.—Details to Box 6619, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor recently qualified wanted for old-established general practice in Barnsley; willing to undertake advocacy.—Box 6396, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NEWLY admitted solicitor required for busy general practice to deal with conveyancing and non-contentious matters. Salary £1,000.—Box 6679, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END Solicitors (small busy firm) require Conveyancing Managing Clerk aged 30–40 years. Congenial and progressive post with partnership prospects for qualified man. Salary of secondary importance for first class man.—Fullest details please to Box 6488, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

NORTH CORNWALL.—Admitted or Unadmitted Assistant required. Conveyancing and Probate with opportunity for advocacy if desired. Salary by arrangement. Would suit newly qualified solicitor. Coastal resort. Golf and sailing available.—Box 6644, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR required for London suburban conveyancing practice—must be hard worker and capable of acting independently—good prospects of partnership.—Box 6354, Solicitors' Journal, Oyez House, Breams Buildings, E.C.4.

CITY Solicitors require unadmitted Probate Clerk.—Write giving particulars with age, experience and salary required, to Box 6350, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY solicitors require experienced conveyancing clerk; hours 9.30—5, no Saturdays; pension scheme. Please state age, experience and salary required.—Box 6319, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCER (solicitor or unadmitted managing clerk) required by Lincoln's Inn firm for their London south-west suburban branch; good prospects for advancement; commencing salary £1,250; please state age and experience.—Box 6355, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

APPOINTMENTS WANTED

SOLICITOR (28), four years' general experience, fluent French and German, seeks position with international firm of concern where languages can be combined with legal qualification and suitably remunerated.—Box 6705, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (39), public school, 10 years, experience, conveyancing, litigation, trust probate, company law, seeks change with prospects, full partnership, capital available.—Box 6653, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WELL qualified young solicitor desires post, preferably with substantial firm in large or county town, with prospects and opportunity to do litigation and general work.—Box 6696, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERT Conveyancer (unadmitted) seeks position London. Advertiser is a middle-aged (40's) woman lawyer with lifetime of legal experience, skilled draughtsman accustomed to all types of conveyancing without supervision.—Box 6682, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

RETIRED Solicitor would be glad to undertake some conveyancing work in the capacity of part-time assistant to any firm which has temporarily, or otherwise, an excess of work which does not quite justify the appointment of a full-time assistant. Terms very moderate.—Box 6683, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CASHIER (37) desires position Birmingham or near. Fully experienced all books of account and usual cashier's duties, office management. Some probate and income tax.—Box 6672, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

TAXATION: Retiring Revenue official seeks employment London, S.W. or Central. Available 1st July.—Box 6645, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERIENCED legal copy typist, widow, Law Stationer trained, wishes to build up connection for work at home. Quick service, moderate charges, good work guaranteed. References if desired. Enquiries welcomed. Work earnestly desired.—Box 6647 Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PREMISES, OFFICES, ETC.

PORTLAND PLACE, W.1.—Entire Building about 3,500 sq. ft., suitable Professional or Institutional use, also Residential Maisonette, 990 years lease for sale. For further details, etc.,

HILLIER, PARKER, MAY & ROWDEN,
77 Grosvenor Street,
London, W.1.
Mayfair 7666.

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REVERSIONS, LIFE POLICIES, ANNUITIES and UNQUOTED SHARES.—H. E. Foster and Cranfield, 6 Poultry, E.C.2, specialise in the valuation of these interests for probate purposes. Established 1843.

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personally undertakes valuations of contents of houses, antiques and works of art for probate and insurance purposes. Very many years' experience as a fine art auctioneer and member of the British Antique Dealers Association combine to make his views authoritative.

TEMPLE WILLIAMS LTD.,
HAUNCH OF VENISON YARD,
BROOK STREET, W.1
(Tel.: MAYfair 1486)

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★ Classified Advertisements ★

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MORTGAGE FUNDS

WE offer a specialised service re mortgage advances on Shop Properties, Factories and Houses over £10,000. Sums also available for Building and Industrial development.—MILLER SMITH AND PARTNERS, 139 Park Lane, W.1. Tel.: MAYfair 7081–4.

PROPERTY INVESTMENTS

INVESTMENTS REQUIRED

ACTIVE enquiries in hand for good-class shop investments, blocks of flats, freehold ground rents and weekly investments of all types.—Details in confidence to Cowdrey, Phipps & Hollis, F.A.L.P.A., Investment Department, 360 Neasden Lane, London, N.W.10. (Dollis Hill 6671–5)

BUILDING LAND WANTED

LAND WANTED for housing. Home Counties. 2/50 acres. Agents retained and reinstructed. Planning applications and appeals undertaken.—TRUE BOND HOMES, LTD., 342 Richmond Road, East Twickenham (POP 6231).

LAND AND SITE DEVELOPMENTS LTD., need land for houses and flats, up to 50 acres, in Home Counties. Small sites and old houses, etc., considered. Agents retained and reinstructed. Bonus paid on "good buys." Town planning applications and appeals undertaken. Solicitors, architects, builders and others with land for sale, please note that we need 1,000 units this year.—Land & Site Developments, Ltd., 43 Upper Berkeley Street, London, W.1. AMB 1057/8. CUN 1483.

COSTS

THE Costs Department of The Solicitors' Law Stationery Society, Ltd., is available to the profession for the prompt preparation of all BILLS OF COSTS by expert draftsmen.—For full details apply The Manager, Costs Department, Oyez House, Breams Buildings, Fetter Lane, E.C.4. (CHAncery 6855.)

PERSONAL

DAVIS OF PORT STREET, PICCADILLY, MANCHESTER, 1.—For fine furniture at manufacturers prices. Walk round our three large showrooms, which are open daily until 6 p.m. (Wednesday and Saturday included). We are stockists of all the latest designs of furniture, carpets, mattresses, divans. 10-year guarantee. Also all domestic electrical equipment, etc. Special discount and terms to members of the legal profession. No other introduction required. Tel: CEN 0638.

PRIVATE INQUIRIES

DIVORCE and general inquiries undertaken throughout London, Surrey, Middlesex by our own staff. Evictions and distress warrants executed. Certificated Bailiffs. Southern Provincial Investigations, 45 Brighton Road, Surbiton, Surrey (Elmbridge 1032/4). Also at 107A Hammersmith Road, London, W.14.

BINDING OF VOLUMES

WHY not have your issues of THE SOLICITORS' JOURNAL bound and preserve in permanent form those articles which are of lasting value to you? The Publishers can accept the issues for 1959 and earlier years for binding in Green or Brown, full cloth, titled on spine, at £1 13s. per volume, post free, or in Half Calf, titled on spine, at £2 8s. per volume, post free. Issues should be addressed to The Binding Dept., The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

FINANCIAL

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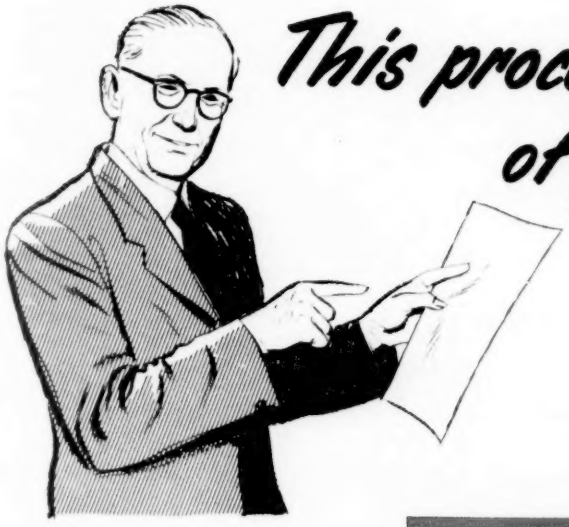

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Published Weekly, 1s. 9d. Friday, May 27, 1960 Registered at the G.P.O. as ... ...ner